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UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION

In re:

NORTHERN HOLDING, LLC,

Debtor.

CASE NUMBER: 8:20-bk-13014-MW

CHAPTER 11

NOTICE OF MOTION AND MOTION BY  
UNITED STATES TRUSTEE TO DISMISS  
OR CONVERT CASE PURSUANT TO 11  
U.S.C. §1112(b); DECLARATIONS OF  
NANCY S. GOLDENBERG AND MARILYN S.  
SORENSEN; POINTS AND AUTHORITIES  
AND EXHIBITS

DATE: March 22, 2021  
TIME: 2:00 P.M.  
CTRM: 6C

**TO THE HONORABLE MARK S. WALLACE, DEBTOR, DEBTOR'S ATTORNEY, AND  
PARTIES IN INTEREST:**

**NOTICE IS HEREBY GIVEN** that on the above date and time and in the indicated  
courtroom, the United States Trustee for Region 16 (hereafter "U.S. Trustee") moves this Court  
for an Order dismissing this case, or converting it to one under Chapter 7, on the grounds set  
forth below. In addition, the U.S. Trustee hereby requests that this Court fix any Quarterly Fees  
due and payable to the U.S. Trustee at the time of the hearing of this motion as an administrative  
expense of this estate and that this Court order the Debtor to pay such expense forthwith.

**In view of the Coronavirus Pandemic, Judge Wallace adopts the following  
measures until further notice:**

Online registration with CourtCall is available. For those who want to register online, simply go to **www.Courtcall.com** and there you can follow the instructions for online registration. It is imperative that parties register with CourtCall as early as possible to permit sufficient time for CourtCall to process your request and for the Court to be notified by CourtCall that you are appearing in a matter. You can also contact CourtCall *directly* by telephoning (866) 582-6878.

Please use a landline for higher reception and clarity. Speaker phones are prohibited. After CourtCall has connected your phone line to the Courtroom, please put your phone on mute until your calendar number is called to avoid interfering with other hearings in progress.

If you wish to oppose this Motion, you must **file a written response** with the Bankruptcy Court and serve a copy of it upon the U.S. Trustee at the address set forth in the upper left-hand corner of this document, upon the Debtor and the Debtor's attorney **no less than fourteen (14) days** prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the Court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief. *Local Bankruptcy Rule 9013-1(f) and (h)*.

Respectfully Submitted,

UNITED STATES TRUSTEE FOR REGION 16

Dated: February 16, 2021

/s/ Nancy S. Goldenberg  
Nancy S. Goldenberg  
Attorney for the U.S. Trustee

I.  
**INTRODUCTION**

The U.S. Trustee is seeking to dismiss or convert this case for the following reasons:

- (1) This case is a two-party dispute in which the Debtor took title to all scheduled assets the day it filed for bankruptcy relief, in a continuing effort to prevent foreclosure on real property, which was scheduled for the following day. This same real property was the subject of a prior bankruptcy filed by the previous titleholder and a current tenant of the Debtor's real property.
- (2) The day before its bankruptcy filing the Debtor also contracted to sell Rabbit Ridge Wine Sales, Inc. ("Rabbit Ridge") and related assets for over \$2.6 million. This sale appears to not have been consummated as the estate has not received the notes payable provided for in the agreement. Further, Rabbit Ridge is not listed as an estate asset and no potential cause of action against the purchaser is listed in the schedules.
- (3) The Debtor has failed to submit complete profit & loss statements, a Chapter 11 mandate, in its monthly operating reports ("MORs"). This continuing omission prevents any party-in-interest and this Court from assessing the Debtor's true financial viability as no operational expenses have been reported.
- (4) Rental income has repeatedly been collected and held for months by estate fiduciaries before being deposited in debtor-in-possession bank accounts. Further, it appears that significant rental income *still* has not been collected and deposited, and some rent checks have been returned for insufficient funds.
- (5) Despite testimony at Debtor's §341 meeting last fall that the Debtor was working to generate additional income by leasing another portion of its property, no financial benefit has been realized from these efforts.
- (6) The Debtor has scheduled massive pre-petition secured real property tax debt aggregating more than \$3.2 million and has failed to make any real property tax payments since its filing. It also has failed to file income tax statements since 2014.

(7) The Debtor's most recent MOR for the period of January 2021 shows that some of the financial representations made in its recent Status Report are inaccurate and misleading.

## II.

### STATEMENT OF FACTS

#### **1. Filing of Chapter 11 Petition**

On October 28, 2020, Northern Holding, LLC ("Debtor") filed a voluntary Chapter 11 petition. **See PACER docket attached hereto at Exhibit A and voluntary petition at Exhibit B to the accompanying declaration of Marilyn Sorensen ("Sorensen Dec.")**. On November 10, 2020, it filed schedules and a statement of financial affairs. **See Schedules at Exhibit C to the Sorensen Dec.**

#### **2. Debtor's Scheduled Assets and Liabilities**

Debtor's schedules included title to three parcels of real property: (1) 1172 San Marcos Road, Paso Robles, CA ("1172 San Marcos") valued at \$11.5 million and comprised of a winery facility and an apartment; (2) a contiguous 42-acre vineyard at APN 027-145-022 valued at \$4.3 million ("Texas Road"); and (3) 2389 Live Oak Road, Paso Robles, CA ("2389 Live Oak") valued at \$9.7 million and comprised of two houses and a vineyard (collectively the "Real Properties"). **See Exhibit C at bates stamp pages 032-033.** The only personal property disclosed was machinery and equipment valued at \$2.5 million; no cash or cash equivalents were scheduled. **See Exhibit C at bates stamp pages 028-031.**

Scheduled liabilities included a \$19.8 million claim by Farm Credit West ("FCW") secured by Real Properties and secured real property tax claims aggregating \$3,220,244. **See Exhibit C at bates stamp pages 035-036.** The only general unsecured claim is a \$6.44 million claim held by Erich Russell, which arose from Mr. Russell's transfer of title of assets to the Debtor on the day the bankruptcy was filed. **See Exhibit C at bates stamp page 039 and the accompanying declaration of Nancy S. Goldenberg ("Goldenberg Dec. at par. 3).**

#### **3. Debtor Acquired All Scheduled Assets On The Day It Filed Its Chapter 11 Case**

On the day of its bankruptcy filing, the Debtor acquired title to its scheduled assets from Erich Russell; it paid \$25.5 million for the Real Properties by issuing a \$6.44 million balloon note



1 to Mr. Russell due in five years and taking assignment of all debt, without FCW's consent. **See**  
2 **Goldenberg Dec. at par. 2.** For several years before the Debtor obtained title to the Real  
3 Properties, it held no assets. It was created in 2012 by Debtor's managing member, Leroy  
4 Coddington, for another business purpose. It had not had a bank account in its name (or any other  
5 asset) since 2018. In fact, Mr. Coddington testified that the Debtor has been dormant since 2018  
6 and that he has been its only managing member since its inception. **See Goldenberg Dec. at**  
7 **par. 2.**

8 **4. Foreclosure Sale Scheduled for the Day after Debtor's Bankruptcy Filing**

9 FCW originally scheduled a Notice of Default to proceed with a foreclosure sale on the  
10 Real Properties in June of 2017, when Mr. Russell held title to them. Mr. Russell was able to  
11 delay the foreclosure sale by obtaining a State Court preliminary injunction and then, on January  
12 10, 2020, by filing a Chapter 11 case, *In re Erich Lee Russell*, 9:20-bk-10035-DS ("Russell  
13 Case"). **See the Supplemental Declaration of Kevin E. Ralph in Support of FCW's Motion**  
14 **for Relief from Stay at Exhibit D to the Goldenberg Dec. at bates stamp pages 069-070 and**  
15 **the Russell Case docket at Exhibit E to the Goldenberg Dec.** In Mr. Russell's bankruptcy,  
16 FCW filed a motion for relief from the stay to proceed with foreclosure and thereafter agreed to  
17 forebear on its foreclosure efforts. Mr. Coddington, as mortgage broker to Mr. Russell, was a party  
18 to the forbearance stipulation and negotiated with FCW, on behalf of Mr. Russell. **See Exhibit D**  
19 **at bates stamp pages 072-073 and Exhibit E at bates stamp page 092 (docket no. 53).**

20 When FCW refused a request by Mr. Coddington to extend the forbearance beyond October 28,  
21 2020, the Real Properties were transferred by Mr. Russell to this Debtor (controlled by Mr.  
22 Coddington) and it filed this Chapter 11 case. **See Exhibit D at bates stamp page 073.**

23 **5. The Majority of the Rent Earned by the Debtor is From Related Parties**

24 The Debtor leases a 7,000 square foot residence at 2380 Live Oak to Mr. Russell (former  
25 owner of the Real Properties) for \$12,000 per month. **See Real Property Questionnaire at**  
26 **Exhibit F to the Sorensen Dec, bates stamp pages 132-139 and 141-146.** It also entered into  
27 a rental agreement with Rabbit Ridge Wine Sales, Inc. as tenant, effective October 27, 2020, to  
28

1 pay \$15,000 per month and 20% custom crush income to the Debtor for rent of the vineyard at  
2 1170 San Marcos. **See Exhibit F, bates stamp pages 103-116.**

3 **6. Debtor Contracted to Sell Assets the Day Before Its Bankruptcy Filing**

4 On October 27, 2020, the Debtor signed an asset sale agreement to transfer Rabbit Ridge  
5 Wine Sales, Inc. ("Rabbit Ridge") and related assets to Fluid Wine Fund I LLC; the agreement  
6 was notarized post filing - on November 5, 2020. It provided that the Debtor, as seller, would  
7 receive a \$2.5 million five-year balloon note and a \$163,000 90-day note. Mr. Coddington signed  
8 for both the buyer and the seller. **See Asset Purchase Agreement at Exhibit G.** None of the  
9 notes payable to the Debtor have been collected by the estate or are reflected in the Debtor's  
10 Schedules; Rabbit Ridge also is not reflected as an asset of the Debtor. **See Exhibit C.**

12 **7. Failure to Provide Complete Profit and Loss Statements**

13 The financial information on file is inadequate. The Debtor has consistently filed MORs  
14 which do not contain expenses on required profit and loss statements. **See Debtor's MORs**  
15 **filed to date at Exhibit H to the Sorensen Dec.** This omission has continued even though the  
16 U.S. Trustee has directed that these statements be included. **See emails at Exhibit I.** This  
17 information is particularly critical for assessing the Debtor's financial condition as its January  
18 2021 MOR indicates that Mr. Coddington is personally paying certain of the Debtor's expenses.  
19 **See Exhibit H at bates stamp page 226.** This disclosure raises concerns about the Debtor's  
20 ability to continue to operate and to reorganize.

23 **8. Rental Income Not Being Deposited into DIP Accounts**

24 The Debtor is not properly performing its fiduciary duties. It has repeatedly collected  
25 rental income without timely depositing it into the proper DIP accounts; some rental income still  
26 has not been collected or deposited and other has been held by management for months. While  
27 the Debtor tries to explain that a two-week quarantine caused delay in these deposits between  
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1 November and December 2020, these delays covered different time frames and extended for far  
2 longer than a two-week period. **See Sorensen Dec. at par. 7, Exhibit H and February 10,**  
3 **2020 Status Report at Exhibit J to the Sorensen Dec. at bates stamp page 241.**

4 **9. Reorganization Efforts Have Not Progressed**

5  
6 Months ago, at the Debtor's §341 meeting, Mr. Coddington testified that the Debtor was  
7 working to generate additional income by leasing a portion of its vineyard along with olive trees.  
8 As evidenced by the MORs filed for November, December, and January, no income has been  
9 realized from these efforts. **See Goldenberg Dec. at par. 2 and Exhibit H.** Moreover, the  
10 Debtor has failed to seek Court authorization to retain the professional it is using to help it  
11 prepare MORs. **See emails about MOR professional at Exhibit K.**

12  
13 **10. The Debtor Continues to Accrue Massive Real Property Tax Debt**

14 The Debtor has scheduled massive pre-petition secured real property tax debt  
15 aggregating more than \$3.2 million and has failed to make any real property tax payments since  
16 its filing. **See Exhibit C at bates stamp page 035-036 and Exhibit J at bates stamp page 241.**  
17 It also has failed to file income tax statements since 2014. **See U.S. Trustee Compliance**  
18 **Declaration attached as Exhibit L to the Sorensen Dec. at bates stamp page 259.**

19  
20 **11. Debtor's Recent Status Report Contains Misleading Information**  
21 **About Its Income**

22 The Debtor's recently filed Status Report contains seriously misleading information about  
23 its financial condition. In detailing the habitually late deposit of rent checks, Mr. Coddington's  
24 supporting declaration under oath indicates that two rent checks collected from Mr. Russell (for  
25 November and December rent), each in the amount of \$12,000, were deposited during  
26 December. However, bank statements included with the December MOR show that only one  
27 \$12,000 deposit was made – on December 30, 2020 – and that deposit was returned due to  
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insufficient funds on January 4, 2021. Since Mr. Coddington's declaration was dated weeks later – on February 9 – it misrepresented that \$24,000 in rent payments from Mr. Russell were deposited during December when in fact *no* rent from Mr. Russell was realized. **See Exhibit J at bates stamp page 241 and Sorensen Dec. at par. 7.** This omission falsely paints the Debtor's financial position in a more favorable light and raises serious questions as to the reliability of any financial information provided.

### **III.**

#### **POINTS AND AUTHORITIES** **Cause Exists To Dismiss or Convert This Case**

The U.S. Trustee respectfully submits the following memorandum of points and authorities in support of his motion to dismiss or convert this case pursuant to 11 U.S.C. §1112(b). Under 11 U.S.C. §1112(b)(1), the Court may dismiss or convert a case if a movant establishes "cause".

While 11 U.S.C. §1112 lists several factors constituting cause, the list is not exhaustive. The Court can consider other factors as they arise and use its equitable powers to reach an appropriate result in each case. *In re Consolidated Pioneer Mortg. Entities*, 248 B.R. 368, 375 (9th Cir. BAP 2000). Here, as discussed below, there are several factors that constitute cause to dismiss this case.

#### **A. Cause Exists Because The Debtor Was Capitalized On the Same Day As Its Bankruptcy Filing.**

In the Ninth Circuit BAP case of *In re Duvar Apt., Inc.*, 205 B.R. 196 (9th Cir.BAP 1996) the court there held:

[T]he transfer of the distressed property to the **newly created debtor** occurred in February. Although the bankruptcy petition was not filed until August, six months later, it was filed approximately two weeks after Amresco gave Houriani notice to cure the default or risk foreclosure. These facts constitute a prima facie case of

bad faith filing under the new debtor syndrome.

*Duvar Apt., Inc.*, 205 B.R. at 201.(emphasis added). The court in *Duvar* concluded by stating that once a *prima facie* case of bad faith is demonstrated, as is the case here, the burden shifts to the debtor to demonstrate a good faith business reason for the transfer and the bankruptcy filing. *Id.* at 201.

Here the timeline is even more compelling. The Debtor, a dormant holding company which held no assets for years, received title to its scheduled assets on the same day of its bankruptcy filing when a foreclosure of the Real Properties to which it took title was scheduled for the next day. This clearly is a basis for dismissal under the new debtor syndrome.

**B. Cause Exists Because The Debtor Has Failed to Provide Financial Information**

Under § 1112(b)(4)(H), the term “cause” includes “failure timely to provide information or attend meetings reasonably requested by the United States Trustee...[.]” Case law also provides that the Debtor-in-Possession is a fiduciary to the estate and its creditors. “If a Debtor remains in possession-- that is, if a trustee is not appointed-- the Debtor's directors bear essentially the same fiduciary obligation to creditors as would the trustee for a Debtor out of possession. *In re Commodity Future Trading Comm'n v. Weintraub*, 471 U.S. 343, 355, 105 S.Ct. 1986, 1994, 85 L.Ed. 2d 372 (1985) (citing *Wolf v. Weinstein*, 372 U.S. 633, 649-52 & 651, 83 S.Ct. 969, 979-808, 980, 10 L.Ed. 2d 33 (1963)). The hallmark of a trustee is accountability and segregation of funds. These rules are reflected in the requirements (for example) that the Debtor-in-Possession open a separate DIP account, file monthly DIP statements with the United States Trustee and obtain court approval for transactions out of the ordinary course of business. *In re Nugelt, Inc.*, 142 B.R. 661 (Bankr. D. Del. 1992).

As set forth above in the Statement of Facts, the Debtor has failed to comply with LBR

1 2015-2(a) and (b) and Guidelines and Requirements for Chapter 11 Debtors In Possession by  
2 failing to file complete profit and loss statements within its MORs which are crucial to monitoring  
3 its financial condition. In addition, the Debtor has failed to timely deposit estate assets and has  
4 provided financial reporting that is wholly unreliable. Further, it is using a professional for which it  
5 failed to seek Court authorization. These issues prevent the Court, the U.S. Trustee and other  
6 interested parties from assessing the true financial picture and show failure to adhere to fiduciary  
7 responsibilities.  
8

9 **C. Cause Exists Because the Debtor's Reorganization Has Not Progressed**

10 Cause is not limited to the enumerated provisions set forth in §1112(b)(4). *Consolidated*  
11 *Pioneer, supra*. For example, as indicated in the Statement of Facts above, cause exists in the  
12 instant case because the Debtor has not demonstrated its ability to reorganize. It has not  
13 collected all rents due and has failed to secure additional rental income. The financial picture is  
14 so bleak that its principal is paying estate expenses. Further, the Debtor does not have the  
15 ability to satisfy its significant and mounting property tax claims under 11 U.S.C. § 1129(a)(9)(D)  
16 and § 1112(b)(4)(I).  
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20 **IV.**

21 **CONCLUSION**

22 For each and all of the above reasons, and also based upon such other and further oral  
23 and/or documentary evidence as may be presented at the time of the hearing, the U.S. Trustee  
24 respectfully requests as follows:  
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- 1
- 2 A. That this Court grant the U.S. Trustee's motion herein and dismiss or convert this
- 3 case to one under chapter 7; and
- 4 B. That this Court order such other and further relief as it deems appropriate under
- 5 the circumstances.

6 Respectfully Submitted,

7 UNITED STATES TRUSTEE FOR REGION 16

8 Dated: February 16, 2021

/s/ Nancy S. Goldenberg

Nancy S. Goldenberg

Attorney for the U.S. Trustee

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**DECLARATION OF MARILYN S. SORENSEN**

I, Marilyn S. Sorensen, hereby declare and state as follows:

1. I am employed as a Bankruptcy Analyst by the United States Trustee ("U.S. Trustee") for Region 16. This declaration is filed in support of the U.S. Trustee's Motion To Dismiss or Convert the case of *In re Northern Holding, LLC*, case number 8:20-bk-13014-MW.

2. According to the Court docket, on October 28, 2020, Northern Holding, LLC ("Debtor") filed a voluntary Chapter 11 petition. **A true and correct copy of the PACER docket I accessed on February 16, 2021, is attached hereto at Exhibit A and a conformed copy of the voluntary petition is attached hereto at Exhibit B.** On November 10, 2020, it filed schedules and a statement of financial affairs. **A conformed copy of the Schedules is attached hereto as Exhibit C.**

3. The Debtor's schedules included title to three parcels of real property: (1) 1172 San Marcos Road, Paso Robles, CA ("1172 San Marcos") valued at \$11.5 million and comprised of a winery facility and an apartment; (2) a contiguous 42-acre vineyard at APN 027-145-022 valued at \$4.3 million ("Texas Road"); and (3) 2389 Live Oak Road, Paso Robles, CA ("2389 Live Oak") valued at \$9.7 million and comprised of two houses and a vineyard (collectively the "Real Properties"). **See Exhibit C at bates stamp pages 032-033.** The only personal property disclosed was machinery and equipment valued at \$2.5 million; no cash or cash equivalents were scheduled. **See Exhibit C at bates stamp pages 028-031.**

Scheduled liabilities included a \$19.8 million claim by Farm Credit West ("FCW") secured by Debtor's real properties and secured real property tax claims aggregating \$3,220,244. **See Exhibit C at bates stamp pages 035-036.**

4. The Debtor provided Real Property Questionnaires ("RPQs") to the U.S. Trustee on



1 November 5, 2020, and the Debtor's lease with Erich and Joanne Russell on November 9, 2020,  
2 **true and correct copies of which are attached hereto as Exhibit F.** The Debtor leases a  
3 7,000 square foot residence at 2380 Live Oak to Mr. Russell for \$12,000 per month. **See Exhibit**  
4 **F, bates stamp pages 132-139 and 141-146.** It also entered into a rental agreement with  
5 Rabbit Ridge Wine Sales, Inc. as tenant, effective October 27, 2020, to pay \$15,000 per month  
6 and 20% custom crush income to the Debtor for rent of the vineyard at 1170 San Marcos. **See**  
7 **Exhibit F, bates stamp page 103-116.**

8  
9 5. On October 27, 2020, the Debtor signed an asset sale agreement to transfer Rabbit Ridge  
10 Wine Sales, Inc. ("Rabbit Ridge") and related assets to Fluid Wine Fund I LLC; the agreement  
11 was notarized on November 5, 2020. It provided that the Debtor, as seller, would receive a \$2.5  
12 million five-year balloon note and a \$163,000 90-day note. Mr. Coddington signed for both the  
13 buyer and the seller. **See Asset Purchase Agreement at Exhibit G.** None of the notes payable  
14 to the Debtor have been collected by the estate or are reflected in the Debtor's Schedules. The  
15 Debtor's interest in Rabbit Ridge also is not in its schedules. **See Exhibit C.**

16  
17 6. The Debtor has consistently filed MORs which do not contain expenses on required profit  
18 and loss statements. **Conformed copies of the Debtor's Second Amended November 2020**  
19 **MOR, December 2020 MOR and January 2021 MOR are attached hereto as Exhibit H.** I  
20 requested that the Debtor amend its November and December 2020 profit and loss statements  
21 on February 2, 2021, but to date, no such amendments have been filed. **See the email chain**  
22 **between Debtor's counsel and myself at Exhibit I.** The January MOR also did contain a  
23 complete profit and loss statement. The January 2021 MOR indicates that Mr. Coddington is  
24 personally paying certain of the Debtor's expenses. **See Exhibit H at bates stamp page 226.**

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27 7. I reviewed each MOR and determined that the Debtor has repeatedly collected rental  
28 income without timely depositing it into the proper DIP accounts. Further, some rental income

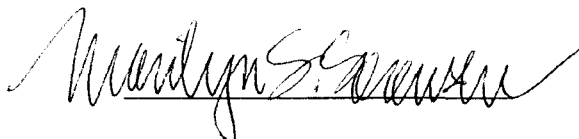
1 months. **See Exhibit H and the Status Report filed on February 10, 2021, attached hereto**  
2 **at Exhibit J, bates stamp page 241.**

3 8. The Debtor has scheduled pre-petition secured real property tax debt aggregating more  
4 than \$3.2 million and has failed to make any real property tax payments since its filing. **See**  
5 **Exhibits C at bates stamp page 035-036 and Exhibit J at bates stamp page 241.**

6 9. The Debtor has not filed any income tax statements since 2014, as is evidenced by the  
7 statements it made in the compliance declaration it submitted to the U.S. Trustee on November  
8 5, 2020, a true and correct copy of which is attached as **Exhibit K.**

10 10. Mr. Coddington's declaration under oath supporting the Status Report indicates that two rent  
11 checks collected from Mr. Russell (for November and December rent), each in the amount of  
12 \$12,000, were deposited during December. However, bank statements included with the  
13 December and January MORs, which I have reviewed, show that only one \$12,000 deposit was  
14 made – on December 30, 2020 – and that deposit was returned due to insufficient funds on  
15 January 4, 2021. Mr. Coddington's declaration was dated weeks later – on February 9, 2021. **See**  
16 **Exhibit J at bates stamp page 246.**

17  
18 I declare under penalty of perjury and under the laws of the State of California and the  
19 United States of America that the foregoing is true and correct, and if called as a witness I could  
20 and would completely testify thereto. Executed this 16th day of February 2021 at Lake Forest,  
21 California.

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23 

24 Marilyn S. Sorensen  
25 Bankruptcy Analyst  
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27  
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**DECLARATION OF NANCY S. GOLDENBERG**

I, Nancy S. Goldenberg, hereby declare and state as follows:

1. I am employed as a Trial Attorney by the United States Trustee ("U.S. Trustee") for Region 16 and am employed by the U.S. Trustee. This declaration is filed in support of the U.S. Trustee's Motion To Dismiss or Convert the case of *In re Northern Holding, LLC*, case number 8:20-bk-13014-MW ("Debtor").

2. I conducted the Debtor's meeting of creditors held under 11 U.S.C. §341(a) ("341 Meeting") on November 20, 2020. At the 341 Meeting, Leroy Coddington testified under oath as the Debtor's representative as follows:

(a) On the day of its bankruptcy filing, the Debtor acquired title to its scheduled assets from Erich Russell. It paid \$25.5 million for the three parcels by issuing a \$6.44 million balloon note to Mr. Russell due in five years and assignment of all debt.

(b) Since 2018, the Debtor has held no assets.

(c) He created the Debtor in 2012 for another business purpose.

(d) The Debtor has not had a bank account in its name (or any other asset) since 2018.

(e) The Debtor has been dormant since 2018.

(f) He has been the Debtor's only managing member since its inception.

(g) The Debtor was working to generate additional income by leasing a portion of its vineyard along with olive trees.

3. The only scheduled general unsecured claim is a \$6.44 million claim held by Erich Russell, which arose from Mr. Russell's transfer of title of assets to the Debtor on the day the bankruptcy was filed. **See Exhibit C at bates stamp pages 039.**

4. Farm Credit West ("FCW") originally scheduled a Notice of Default to proceed with a foreclosure sale on the Debtor's Real Properties in June of 2017, when Mr. Russell held title to

1 them. Mr. Russell was able to delay the foreclosure sale by obtaining a State Court preliminary  
2 injunction and then filing a Chapter 11 case, *In re Erich Lee Russell*, 9:20-bk-10035-DS ("Russell  
3 Case"). **See the Supplemental Declaration of Kevin E. Ralph in Support of FCW's Motion**  
4 **for Relief from Stay at Exhibit D at bates stamp pages 069-070 and the Russell Case**  
5 **docket at Exhibit E.** In Mr. Russell's bankruptcy, FCW filed a motion for relief from the stay to  
6 proceed with foreclosure and thereafter agreed to forebear on its foreclosure efforts. Mr.  
7 Codding, as mortgage broker to Mr. Russell, was a party to the forbearance stipulation and  
8 negotiated with FCW, on behalf of Mr. Russell. **See Exhibit D at bates stamp pages 072-073**  
9 **and Exhibit E at bates stamp page 092, docket entry no. 53.** When FCW refused a request  
10 by Mr. Codding to extend the forbearance beyond October 28, 2020, the Real Properties were  
11 transferred by Mr. Russell to this Debtor (controlled by Mr. Codding) and it filed this Chapter 11  
12 case. **See Exhibit D at at bates stamp page 073.**

15 5. Mr. Codding testified at the Debtor's §341 meeting last fall that the Debtor was working to  
16 generate additional income by leasing a portion of its vineyard along with olive trees. As  
17 evidenced by the MORs, no income has been realized from these efforts. **See Exhibit H.**

18 6. The Debtor has failed to seek Court authorization to retain a professional it is using to  
19 help it prepare MORs. **See the email chain attached hereto at Exhibit K.**

21 I declare under penalty of perjury and under the laws of the State of California and the  
22 United States of America that the foregoing is true and correct, and if called as a witness I could  
23 and would completely testify thereto. Executed this 16th day of February 2021 at Newport  
24 Beach, California.

25  
26  
27 /s/ Nancy S. Goldenberg  
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**Exhibit "A"**

**PlnDue, DsclsDue**

**U.S. Bankruptcy Court  
Central District of California (Santa Ana)  
Bankruptcy Petition #: 8:20-bk-13014-MW**

*Assigned to:* Mark S Wallace  
Chapter 11  
Voluntary  
Asset

*Date filed:* 10/28/2020  
*341 meeting:* 11/20/2020  
*Deadline for filing claims:* 03/31/2021  
*Deadline for filing claims (govt.):* 04/26/2021

***Debtor***

**Northern Holding, LLC**  
143 1/2 S. Olive Street  
Orange, CA 92866  
ORANGE-CA  
Tax ID / EIN: 45-5164440

represented by **Roksana D. Moradi-Brovnia**  
RESNIK HAYES MORADI LLP  
17609 Ventura Blvd., Suite 314  
Encino, CA 91316  
(818) 285-0100  
Fax : (818) 855-7013  
Email: [roksana@rhmfir.com](mailto:roksana@rhmfir.com)

**Matthew D. Resnik**  
Resnik Hayes Moradi  
17609 Ventura Blvd. Suite 314  
Encino, CA 91316  
(818)285-0100  
Fax : (818)855-7013  
Email: [matt@rhmfir.com](mailto:matt@rhmfir.com)

***U.S. Trustee***

**United States Trustee (SA)**  
411 W Fourth St., Suite 7160  
Santa Ana, CA 92701-4593  
(714) 338-3400

represented by **Nancy S Goldenberg**  
411 W Fourth St Ste 7160  
Santa Ana, CA 92701-8000  
714-338-3416  
Fax : 714-338-3421  
Email: [nancy.goldenberg@usdoj.gov](mailto:nancy.goldenberg@usdoj.gov)

| Filing Date | #                            | Docket Text  |
|-------------|------------------------------|--|
| 10/28/2020  | <u>1</u><br>(15 pgs; 3 docs) | Chapter 11 Voluntary Petition Non-Individual. Fee Amount \$1717 Filed by Northern Holdings, LLC Summary of Assets and Liabilities (Form 106Sum or 206Sum ) due 11/12/2020. Schedule A/B: Property (Form 106A/B or 206A/B) due 11/12/2020. Schedule D: Creditors Who Have Claims Secured by Property (Form 106D or 206D) due 11/12/2020. Schedule E/F: Creditors Who Have Unsecured Claims (Form 106E/F or 206E/F) due 11/12/2020. Schedule G: Executory Contracts and Unexpired Leases (Form 106G or 206G) due 11/12/2020. Schedule H: Your Codebtors (Form 106H or 206H) due 11/12/2020. Declaration Under Penalty of Perjury for Non-Individual Debtors (Form 202) due 11/12/2020. Statement of Financial Affairs (Form 107 or 207) due 11/12/2020. Disclosure of Compensation of Attorney for |

**EXHIBIT "A"**

**001**

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|------------|----------------------|--|
|            |                      | Debtor (Form 2030) due 11/12/2020. Incomplete Filings due by 11/12/2020. Chapter 11 Plan due by 02/25/2021. Disclosure Statement due by 02/25/2021. (Resnik, Matthew) (Entered: 10/28/2020)  |
| 10/28/2020 |                      | Receipt of Voluntary Petition (Chapter 11)(8:20-bk-13014) [misc.volp11] (1717.00) Filing Fee. Receipt number 51963025. Fee amount 1717.00. (re: Doc# <u>1</u> ) (U.S. Treasury) (Entered: 10/28/2020)  |
| 10/29/2020 | <u>2</u><br>(2 pgs)  | Meeting of Creditors 341(a) meeting to be held on 11/20/2020 at 10:00 AM at UST-SA1, TELEPHONIC MEETING. CONFERENCE LINE:1-866-919-0527, PARTICIPANT CODE:2240227. (Corona, Heidi) (Entered: 10/29/2020)   |
| 10/29/2020 | <u>3</u><br>(24 pgs) | Statement of Related Cases (LBR Form 1015-2.1) Filed by Creditor Farm Credit West, FLCA. (Gomez, Michael) (Entered: 10/29/2020)  |
| 10/29/2020 | <u>4</u><br>(3 pgs)  | Request for special notice Filed by Creditor Farm Credit West, FLCA. (Gomez, Michael) (Entered: 10/29/2020)  |
| 10/29/2020 | <u>5</u><br>(3 pgs)  | <i>Notice of Continuation of Perfection of Security Interests; Demand for Adequate Protection; and Demand of Sequestration of Cash Collateral Pursuant to 11 U.S.C. §§ 362(b)(3), 363(c)(4), 363(e), 546(b), and 552(b)</i> Filed by Creditor Farm Credit West, FLCA. (Gomez, Michael) (Entered: 10/29/2020) |
| 10/31/2020 | <u>6</u><br>(4 pgs)  | BNC Certificate of Notice (RE: related document(s) <u>2</u> Meeting of Creditors Chapter 11 (Corporations or Partnerships) (309F1)) No. of Notices: 9. Notice Date 10/31/2020. (Admin.) (Entered: 10/31/2020)  |
| 10/31/2020 | <u>7</u><br>(2 pgs)  | BNC Certificate of Notice (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Northern Holdings, LLC) No. of Notices: 1. Notice Date 10/31/2020. (Admin.) (Entered: 10/31/2020)  |
| 10/31/2020 | <u>8</u><br>(2 pgs)  | BNC Certificate of Notice (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Northern Holdings, LLC) No. of Notices: 1. Notice Date 10/31/2020. (Admin.) (Entered: 10/31/2020)  |
| 11/06/2020 | 9                    | Request for a Certified Copy Fee Amount \$11. The document will be sent via email to :matt@rhmfirm.com: Filed by Debtor Northern Holdings, LLC (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Resnik, Matthew) (Entered: 11/06/2020)   |
| 11/06/2020 |                      | Receipt of Request for a Certified Copy(8:20-bk-13014-MW) [misc.paycert] ( 11.00) Filing Fee. Receipt number 52011630.   |

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|            |                                | Fee amount 11.00. (re: Doc# 9 ) (U.S. Treasury) (Entered: 11/06/2020)   |
| 11/06/2020 | 10                             | Certified Copy Emailed to matt@rhmfir.com (Entered: 11/06/2020)   |
| 11/06/2020 | <u>11</u><br>(314 pgs; 5 docs) | Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2380 Live Oak Rd, Paso Robles, CA 93446 . Fee Amount \$181, Filed by Creditor Farm Credit West, FLCA (Attachments: # <u>1</u> Memorandum of Points and Authorities # <u>2</u> Supplemental Declaration of Kevin Ralph # <u>3</u> Declaration of Reed Waddell # <u>4</u> Request for Judicial Notice) (Gomez, Michael) (Entered: 11/06/2020) |
| 11/06/2020 |                                | Receipt of Motion for Relief from Stay - Real Property(8:20-bk-13014-MW) [motion,nmrp] ( 181.00) Filing Fee. Receipt number 52013163. Fee amount 181.00. (re: Doc# <u>11</u> ) (U.S. Treasury) (Entered: 11/06/2020)  |
| 11/06/2020 | 14                             | Hearing Set (RE: related document(s)) <u>11</u> Motion for Relief from Stay - Real Property (2380 Live Oak Rd, Paso Robles, CA 93446) filed by Creditor Farm Credit West, FLCA) The Hearing date is set for 11/30/2020 at 09:00 AM at Crtrm 6C, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Mark S Wallace (Le, James) (Entered: 11/09/2020)   |
| 11/09/2020 | <u>12</u><br>(4 pgs)           | Order: (1) Setting Hearing on Status of Chapter 11 Case; and (2) Requiring Report on Status of Chapter 11 Case (S/C Hearing to be Set January 13, 2021 at 9:00 AM) (BNC-PDF) (Related Doc # <u>1</u> ) Signed on 11/9/2020 (Le, James) (Entered: 11/09/2020)  |
| 11/09/2020 | 13                             | Hearing Set (RE: related document(s)) <u>1</u> STATUS CONFERENCE Hearing RE: (1) Status Of Chapter 11 Case; And (2) Requiring Report On Status Of Chapter 11 case) Status hearing to be held on 1/13/2021 at 09:00 AM at Crtrm 6C, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Mark S Wallace (Le, James) (Entered: 11/09/2020)  |
| 11/09/2020 | <u>15</u><br>(3 pgs)           | Chapter 11 or Chapter 9 Cases Non-Individual:: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Form 104 or 204) <i>Amended with Proof of Service</i> Filed by Debtor Northern Holdings, LLC. (Resnik, Matthew) (Entered: 11/09/2020)   |
| 11/10/2020 | <u>16</u><br>(6 pgs)           | Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy Under Chapter 11 (Official Form 201A) (New 12/2015) <i>with Proof of Service</i> Filed by Debtor Northern Holdings, LLC. (Resnik, Matthew) (Entered: 11/10/2020)   |
| 11/10/2020 | <u>17</u>                      | Summary of Assets and Liabilities for Non-Individual  |

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003



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|            | (28 pgs)             | (Official Form 106Sum or 206Sum) , Declaration Under Penalty of Perjury for Non-Individual Debtors (Official Form 202) , Schedule A/B Non-Individual: Property (Official Form 106A/B or 206A/B) , Schedule D Non-Individual: Creditors Who Have Claims Secured by Property (Official Form 106D or 206D) , Schedule E/F Non-Individual: Creditors Who Have Unsecured Claims (Official Form 106F or 206F) , Schedule G Non-Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Schedule H Non-Individual: Your Codebtors (Official Form 106H or 206H) , Statement of Financial Affairs for Non-Individual Filing for Bankruptcy (Official Form 107 or 207) , Disclosure of Compensation of Attorney for Debtor (Official Form 2030) <i>with Proof of Service</i> Filed by Debtor Northern Holdings, LLC (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Resnik, Matthew) (Entered: 11/10/2020) |
| 11/11/2020 | <u>18</u><br>(1 pg)  | Request for courtesy Notice of Electronic Filing (NEF) Filed by Waddell, Reed. (Waddell, Reed) (Entered: 11/11/2020)  |
| 11/11/2020 | <u>19</u><br>(1 pg)  | Request for courtesy Notice of Electronic Filing (NEF) Filed by Warrington, Gerrick. (Warrington, Gerrick) (Entered: 11/11/2020)  |
| 11/11/2020 | <u>20</u><br>(5 pgs) | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>12</u> Order (Generic) (BNC-PDF)) No. of Notices: 1. Notice Date 11/11/2020. (Admin.) (Entered: 11/11/2020)   |
| 11/13/2020 | <u>21</u><br>(8 pgs) | Notice of Order, with Proof of Service Filed by Debtor Northern Holding, LLC (RE: related document(s) <u>12</u> Order: (1) Setting Hearing on Status of Chapter 11 Case; and (2) Requiring Report on Status of Chapter 11 Case (S/C Hearing to be Set January 13, 2021 at 9:00 AM) (BNC-PDF) (Related Doc # <u>1</u> ) Signed on 11/9/2020). (Moradi-Brovvia, Roksana) (Entered: 11/13/2020)  |
| 11/13/2020 | 22                   | Request for a Certified Copy Fee Amount \$11. The document will be sent via email to :roksana@rhmfirm.com: Filed by Debtor Northern Holding, LLC (RE: related document(s) <u>16</u> Attachment to Voluntary Petition for Non-Individuals (Chapter 11) (Official Form 201A)). (Moradi-Brovvia, Roksana) (Entered: 11/13/2020)  |
| 11/13/2020 |                      | Receipt of Request for a Certified Copy(8:20-bk-13014-MW) [misc,paycert] ( 11.00) Filing Fee. Receipt number 52044317. Fee amount 11.00. (re: Doc# 22 ) (U.S. Treasury) (Entered: 11/13/2020)   |
| 11/13/2020 | 23                   | Certified Copy Emailed to roksana@rhmfirm.com (Entered: 11/13/2020)   |
| 11/16/2020 | <u>24</u>            | Opposition to (related document(s): <u>11</u> Notice of motion and  |

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004

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|            | (177 pgs)                     | motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2380 Live Oak Rd, Paso Robles, CA 93446 . Fee Amount \$181, filed by Creditor Farm Credit West, FLCA) ; <i>Declarations of Leroy Coddling and Brian A. Sheaffer in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC (Moradi-Brovia, Roksana) (Entered: 11/16/2020)   |
| 11/17/2020 | <u>25</u><br>(43 pgs)         | Application to Employ Resnik Hayes Moradi LLP as General Bankruptcy Counsel <i>Application of Debtor and Debtor-In-Possession for Authority to Employ Resnik Hayes Moradi LLP as its General Bankruptcy Counsel; Declarations of Leroy Coddling and Roksana D. Moradi-Brovia in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC (Moradi-Brovia, Roksana) (Entered: 11/17/2020)   |
| 11/17/2020 | <u>26</u><br>(8 pgs)          | Notice of Application, with Proof of Service Filed by Debtor Northern Holding, LLC (RE: related document(s) <u>25</u> Application to Employ Resnik Hayes Moradi LLP as General Bankruptcy Counsel <i>Application of Debtor and Debtor-In-Possession for Authority to Employ Resnik Hayes Moradi LLP as its General Bankruptcy Counsel; Declarations of Leroy Coddling and Roksana D. Moradi-Brovia in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC). (Moradi-Brovia, Roksana) (Entered: 11/17/2020)   |
| 11/23/2020 | <u>27</u><br>(73 pgs; 7 docs) | Reply to (related document(s): <u>11</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2380 Live Oak Rd, Paso Robles, CA 93446 . Fee Amount \$181, filed by Creditor Farm Credit West, FLCA) <i>Reply In Support Of Farm Credit West, Flcas Motion For Relief From The Automatic Stay</i> Filed by Creditor Farm Credit West, FLCA (Attachments: # <u>1</u> Declaration of Michael Gomez ISO Reply # <u>2</u> Declaration of Reed Waddell ISO Reply # <u>3</u> Declaration of Gerrick M. Warrington ISO Reply # <u>4</u> Evidentiary Objection to Coddling Declarafation # <u>5</u> Evidentiary Objection to Sheaffer Declaration # <u>6</u> Supplemental Request for Judicial Notice) (Gomez, Michael) (Entered: 11/23/2020) |
| 11/23/2020 | <u>28</u><br>(42 pgs)         | Declaration re: <i>(Supplemental) of Leroy Coddling in Support of Opposition to Motion for Relief From the Automatic Stay Under 11 U.S.C. § 362, with Proof of Service</i> Filed by Debtor Northern Holding, LLC (RE: related document(s) <u>24</u> Opposition). (Moradi-Brovia, Roksana) (Entered: 11/23/2020)   |
| 11/24/2020 | <u>29</u><br>(7 pgs)          | Objection (related document(s): <u>28</u> Declaration filed by Debtor Northern Holding, LLC) <i>Farm Credit West, FLCAs Evidentiary Objections To, And Motion To Strike, Supplemental Declaration Of Leroy Coddling In Support Of</i>   |

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|            |                       | <i>Debtors Opposition To Motion For Relief From The Automatic Stay Under 11 U.S.C. § 362</i> Filed by Creditor Farm Credit West, FLCA (Gomez, Michael) Warning: Item subsequently amended by docket entry no: 30 Modified on 11/24/2020 (Le, James). (Entered: 11/24/2020)  |
| 11/24/2020 | 30                    | Notice to Filer of Error and/or Deficient Document <b>Incorrect docket event was used to file this document. THE FILER IS INSTRUCTED TO RE-FILE THE DOCUMENT USING THE CORRECT DOCKET EVENT LOCATED UNDER Bankruptcy Events BK - Motions/Applications -&gt; Strike (motion) .</b> (RE: related document(s) <u>29</u> Objection filed by Creditor Farm Credit West, FLCA) (Le, James) (Entered: 11/24/2020)  |
| 11/24/2020 | <u>31</u><br>(7 pgs)  | Motion to strike <i>Farm Credit West, FLCAs Evidentiary Objections To, And Motion To Strike, Supplemental Declaration Of Leroy Codding In Support Of Debtors Opposition To Motion For Relief From The Automatic Stay Under 11 U.S.C. § 362</i> Filed by Creditor Farm Credit West, FLCA (Gomez, Michael). Related document(s) <u>28</u> Declaration filed by Debtor Northern Holding, LLC. Modified on 11/24/2020 (Le, James). (Entered: 11/24/2020)  |
| 11/30/2020 | 33                    | Hearing Continued (RE: related document(s) <u>11</u> Motion for Relief from Stay - Real Property ([RE: 2380 Live Oak Rd, Paso Robles, CA 93446]) filed by Creditor Farm Credit West, FLCA) The Hearing date is set for 3/22/2021 at 09:00 AM at Ctrrm 6C, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Mark S Wallace. Order by Court. (Le, James) (Entered: 12/04/2020)  |
| 12/02/2020 | <u>32</u><br>(1 pg)   | Order Continuing Hearing on Motion for Relief From Stay to March 22, 2021 at 9:00 AM (BNC-PDF) (Related Doc # <u>11</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2380 Live Oak Rd, Paso Robles, CA 93446) Signed on 12/2/2020 (Le, James) (Entered: 12/02/2020)  |
| 12/04/2020 | <u>34</u><br>(3 pgs)  | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>32</u> ORDER to continue/reschedule hearing (BNC-PDF)) No. of Notices: 1. Notice Date 12/04/2020. (Admin.) (Entered: 12/04/2020)  |
| 12/07/2020 | <u>35</u><br>(58 pgs) | Declaration That No Party Requested a Hearing on Motion (LBR 9013-1(o)(3)) , <i>with Proof of Service</i> Filed by Debtor Northern Holding, LLC (RE: related document(s) <u>25</u> Application to Employ Resnik Hayes Moradi LLP as General Bankruptcy Counsel <i>Application of Debtor and Debtor-In-Possession for Authority to Employ Resnik Hayes Moradi LLP as its General Bankruptcy Counsel; Declarations of Leroy Codding and Roksana D.</i> ). (Moradi-Brovina, Roksana) (Entered: 12/07/2020) |

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006

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| 12/15/2020 | <u>36</u><br>(10 pgs) | Monthly Operating Report. Operating Report Number: 1. For the Month Ending 10/31/2020 Filed by Debtor Northern Holding, LLC. (Moradi-Brovia, Roksana) (Entered: 12/15/2020)   |
| 12/15/2020 | <u>37</u><br>(26 pgs) | Monthly Operating Report. Operating Report Number: 2. For the Month Ending 11/30/2020 Filed by Debtor Northern Holding, LLC. (Moradi-Brovia, Roksana) (Entered: 12/15/2020)   |
| 12/23/2020 | <u>38</u><br>(15 pgs) | Status report ; <i>Declaration of Leroy Coddling in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Moradi-Brovia, Roksana) (Entered: 12/23/2020)   |
| 12/31/2020 | <u>39</u><br>(26 pgs) | Monthly Operating Report. Operating Report Number: Amended #2. For the Month Ending 11/30/2020 Filed by Debtor Northern Holding, LLC. (Moradi-Brovia, Roksana) (Entered: 12/31/2020)  |
| 01/04/2021 | <u>40</u><br>(2 pgs)  | Order Granting Application of Debtor-In-Possession for Authority Employ Resnik Hayes Moradi LLP as its General Bankruptcy Counsel (BNC-PDF) (Related Doc # <u>25</u> ) Signed on 1/4/2021. (Le, James) (Entered: 01/04/2021)  |
| 01/06/2021 | <u>41</u><br>(4 pgs)  | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>40</u> Order on Application to Employ (BNC-PDF)) No. of Notices: 1. Notice Date 01/06/2021. (Admin.) (Entered: 01/06/2021)  |
| 01/13/2021 | <u>49</u>             | Hearing Continued (RE: related document(s) <u>1</u> STATUS CONFERENCE RE: (1) Status Of Chapter 11 Case; And (2) Requiring Report On Status Of Chapter 11 Case) Status hearing to be held on 2/24/2021 at 09:00 AM at Crtrm 6C, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Mark S Wallace. Bar Date for Proof of Claim: March 31, 2021. Notice of Bar Date Filed and Served By: January 20, 2021. Plan and Disclosure Statement Due: July 31, 2021. Plan to be Confirmed before: November 30, 2021. Court to Prepare Order. (Le, James) (Entered: 01/25/2021) |
| 01/18/2021 | <u>42</u><br>(20 pgs) | Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement <i>Notice of Motion and Motion for Order Extending Debtor's Exclusivity Period to File a Chapter 11 Plan of Reorganization; Memorandum of Points and Authorities; Declaration of Leroy Coddling in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC (Moradi-Brovia, Roksana) (Entered: 01/18/2021)  |

EXHIBIT "A"

007

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|------------|-----------------------|---|
| 01/18/2021 | <u>43</u><br>(5 pgs)  | Notice of Bar Date for Filing Proofs of Claim in a Chapter 11 , <i>with Proof of Service</i> Filed by Debtor Northern Holding, LLC. (Moradi-Brovvia, Roksana) (Entered: 01/18/2021)   |
| 01/18/2021 | <u>44</u><br>(26 pgs) | Monthly Operating Report. Operating Report Number: 2nd Amended #2. For the Month Ending 11/30/2020 Filed by Debtor Northern Holding, LLC. (Moradi-Brovvia, Roksana) (Entered: 01/18/2021)   |
| 01/18/2021 | <u>45</u><br>(25 pgs) | Monthly Operating Report. Operating Report Number: 3. For the Month Ending 12/31/2020 Filed by Debtor Northern Holding, LLC. (Moradi-Brovvia, Roksana) (Entered: 01/18/2021)  |
| 01/18/2021 | <u>46</u>             | Hearing Set (RE: related document(s) <u>42</u> Motion to Extend/Limit Exclusivity Period filed by Debtor Northern Holding, LLC) The Hearing date is set for 2/8/2021 at 02:00 PM at Ctrm 6C, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Mark S Wallace (Le, James) (Entered: 01/19/2021)  |
| 01/19/2021 | <u>47</u><br>(1 pg)   | Scheduling Order - Bar Date for Proof of Claims is set for March 31, 2021. Notice of Bar Date shall be filed and served by January 22, 2021. Debtor shall file a Plan and Disclosure Statement on or before July 31, 2021. A Plan shall be confirmed on or before November 30, 2021. Next Status Conference is set for February 24, 2021 at 9:00 AM (BNC-PDF) (Related Doc # <u>1</u> Status Conference on Chapter 11 Case) Signed on 1/19/2021 (Le, James) (Entered: 01/19/2021)   |
| 01/21/2021 | <u>48</u><br>(3 pgs)  | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>47</u> ORDER to continue/reschedule hearing (BNC-PDF)) No. of Notices: 1. Notice Date 01/21/2021. (Admin.) (Entered: 01/21/2021)  |
| 01/25/2021 | <u>50</u><br>(9 pgs)  | Objection (related document(s): <u>42</u> Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement <i>Notice of Motion and Motion for Order Extending Debtor's Exclusivity Period to File a Chapter 11 Plan of Reorganization; Memorandum of Points and Authorities filed by Debtor Northern Holding, LLC</i> ) <i>Objections To Notice Of Motion And Motion For Order Extending Debtors Exclusivity Period To File A Chapter 11 Plan Of Reorganization Filed by Creditor Farm Credit West, FLCA (Waddell, Reed)</i> (Entered: 01/25/2021) |
| 02/01/2021 | <u>51</u><br>(21 pgs) | Reply to (related document(s): <u>50</u> Objection filed by Creditor Farm Credit West, FLCA) ; <i>Declaration of Leroy Codding in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC (Moradi-Brovvia, Roksana) (Entered: 02/01/2021)  |

EXHIBIT "A"

008

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|------------|-----------------------|--|
| 02/08/2021 | 52                    | Hearing Held (RE: related document(s) <u>42</u> Motion to Extend/Limit Exclusivity Period filed by Debtor Northern Holding, LLC) Motion Granted. Order by Debtor. (Le, James) (Entered: 02/08/2021)  |
| 02/08/2021 | <u>53</u><br>(7 pgs)  | Notice of lodgment , <i>with Proof of Service</i> Filed by Debtor Northern Holding, LLC (RE: related document(s) <u>42</u> Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement <i>Notice of Motion and Motion for Order Extending Debtor's Exclusivity Period to File a Chapter 11 Plan of Reorganization; Memorandum of Points and Authorities; Declaration of Leroy Codding in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC). (Moradi-Brovia, Roksana) (Entered: 02/08/2021) |
| 02/10/2021 | <u>54</u><br>(15 pgs) | Status report ; <i>Declaration of Leroy Codding in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Moradi-Brovia, Roksana) (Entered: 02/10/2021)   |
| 02/12/2021 | <u>55</u><br>(2 pgs)  | Order Granting Debtor's Motion to Extend Exclusivity Period to File a Chapter 11 Plan of Reorganization - Exclusive Period is Extended to June 25, 2021. The Debtor's Right to Solicity Acceptance of a Chapter 11 Plan of Reorganization is Extended from April 26, 2021 through and including September 23, 2021. (BNC-PDF) (Related Doc # <u>42</u> ) Signed on 2/12/2021 (Le, James) (Entered: 02/12/2021)   |
| 02/14/2021 | <u>56</u><br>(4 pgs)  | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>55</u> Order on Motion to Extend Exclusivity Period (BNC-PDF)) No. of Notices: 1. Notice Date 02/14/2021. (Admin.) (Entered: 02/14/2021)   |
| 02/15/2021 | <u>57</u><br>(53 pgs) | Application to Employ Hilco Real Estate, LLC as Real Estate Agent ; <i>Declarations of Leroy Codding and Sarah Baker in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC (Moradi-Brovia, Roksana) (Entered: 02/15/2021)  |
| 02/15/2021 | <u>58</u><br>(9 pgs)  | <i>Notice of Application, with Proof of Service</i> Filed by Debtor Northern Holding, LLC (RE: related document(s) <u>57</u> Application to Employ Hilco Real Estate, LLC as Real Estate Agent ; <i>Declarations of Leroy Codding and Sarah Baker in Support Thereof, with Proof of Service</i> Filed by Debtor Northern Holding, LLC). (Moradi-Brovia, Roksana) (Entered: 02/15/2021)   |
| 02/16/2021 | <u>59</u><br>(28 pgs) | Monthly Operating Report. Operating Report Number: 4. For the Month Ending 1/31/2021 Filed by Debtor Northern  |

EXHIBIT "A"

009

Holding, LLC. (Moradi-Brovia, Roksana) (Entered:  
 02/16/2021)

| PACER Service Center   |                          |                         |   |
|------------------------|--------------------------|-------------------------|---|
| Transaction Receipt    |                          |                         |   |
| 02/16/2021 12:02:05    |                          |                         |   |
| <b>PACER Login:</b>    | jzayicek:6481377:4299065 | <b>Client Code:</b>     |   |
| <b>Description:</b>    | Docket Report            | <b>Search Criteria:</b> | 8:20-bk-13014-MW<br>Fil or Ent: filed<br>From: 10/1/2020 To:<br>2/16/2021 Doc<br>From: 0 Doc To:<br>99999999 Term:<br>included Format:<br>html Page counts for<br>documents: included |
| <b>Billable Pages:</b> | 7                        | <b>Cost:</b>            | 0.70  |

EXHIBIT "A"

010

**Exhibit "B"**



Fill in this information to identify your case:

United States Bankruptcy Court for the:

CENTRAL DISTRICT OF CALIFORNIA

Case number (if known)

Chapter 11

☐ Check if this an amended filing

## Official Form 201

# Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Northern Holdings, LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 45-5164440

4. Debtor's address Principal place of business

143 1/2 S. Olive Street  
Orange, CA 92866  
Number, Street, City, State & ZIP Code

Orange  
County

Mailing address, if different from principal place of business

13217 Jamboree Road, #429  
Tustin, CA 92782  
P.O. Box, Number, Street, City, State & ZIP Code

Location of principal assets, if different from principal place of business

1172 San Marcos Road Paso Robles, CA 93446  
Number, Street, City, State & ZIP Code

5. Debtor's website (URL)

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify:

EXHIBIT "B"

Debtor Northern Holdings, LLC  
Name

Case number (if known) \_\_\_\_\_

7. Describe debtor's business A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))  
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))  
☐ Railroad (as defined in 11 U.S.C. § 101(44))  
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))  
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))  
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))  
☒ None of the above

B. Check all that apply

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)  
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)  
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor.  
See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8. Under which chapter of the Bankruptcy Code is the debtor filing? Check one:

- ☐ Chapter 7  
☐ Chapter 9

☒ Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).  
☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).  
☐ A plan is being filed with this petition.  
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).  
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.  
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? ☒ No.  
☐ Yes.

If more than 2 cases, attach a separate list.

|                |            |                   |
|----------------|------------|-------------------|
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☒ No.  
☐ Yes.

List all cases. If more than 1, attach a separate list

|                |  |
|----------------|--|
| Debtor _____   | Relationship _____                     |
| District _____ | When _____ Case number, if known _____ |

Debtor Northern Holdings, LLC  
Name

Case number (if known)

**11. Why is the case filed in this district?**

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** (Check all that apply.)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other

**Where is the property?**

Number, Street, City, State & ZIP Code

**Is the property insured?**

☐ No

☐ Yes. Insurance agency

Contact name

Phone

**Statistical and administrative information**

**13. Debtor's estimation of available funds**

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

**14. Estimated number of creditors**

☒ 1-49

☐ 50-99

☐ 100-199

☐ 200-999

☐ 1,000-5,000

☐ 5,001-10,000

☐ 10,001-25,000

☐ 25,001-50,000

☐ 50,001-100,000

☐ More than 100,000

**15. Estimated Assets**

☐ \$0 - \$50,000

☐ \$50,001 - \$100,000

☐ \$100,001 - \$500,000

☐ \$500,001 - \$1 million

☐ \$1,000,001 - \$10 million

☒ \$10,000,001 - \$50 million

☐ \$50,000,001 - \$100 million

☐ \$100,000,001 - \$500 million

☐ \$500,000,001 - \$1 billion

☐ \$1,000,000,001 - \$10 billion

☐ \$10,000,000,001 - \$50 billion

☐ More than \$50 billion

**16. Estimated liabilities**

☐ \$0 - \$50,000

☐ \$50,001 - \$100,000

☐ \$100,001 - \$500,000

☐ \$500,001 - \$1 million

☐ \$1,000,001 - \$10 million

☒ \$10,000,001 - \$50 million

☐ \$50,000,001 - \$100 million

☐ \$100,000,001 - \$500 million

☐ \$500,000,001 - \$1 billion

☐ \$1,000,000,001 - \$10 billion

☐ \$10,000,000,001 - \$50 billion

☐ More than \$50 billion

Debtor Northern Holdings, LLC  
Name

Case number (if known) \_\_\_\_\_

**Request for Relief, Declaration, and Signatures**

**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature  
of authorized  
representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 28, 2020  
MM / DD / YYYY

X

[Signature]  
Signature of authorized representative of debtor

Leroy Coddig

Printed name

Title Managing Member

**18. Signature of attorney**

X

/s/ Matthew D. Resnik

Date October 28, 2020

Signature of attorney for debtor

MM / DD / YYYY

Matthew D. Resnik

Printed name

RESNIK HAYES MORADI, LLP.

Firm name

17609 Ventura Blvd.

Ste 314

Encino, CA 91316

Number, Street, City, State & ZIP Code

Contact phone (818) 285-0100

Email address matt@rhmfir.com

(SBN 182562) CA

Bar number and State

Fill in this information to identify the case:

Debtor name Northern Holdings, LLC  
United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA  
Case number (if known): \_\_\_\_\_

☐ Check if this is an  
amended filing

## Official Form 204

### Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

| Name of creditor and complete mailing address, including zip code         | Name, telephone number and email address of creditor contact | Nature of claim (for example, trade debts, bank loans, professional services, and government contracts) | Indicate if claim is contingent, unliquidated, or disputed | Amount of claim<br>If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim. |   |                 |
|---|--|---|--|--|---|-----------------|
|   |  |   |  | Total claim, if partially secured  | Deduction for value of collateral or setoff | Unsecured claim |
| Bank of America<br>PO Box 15019<br>Wilmington, DE 19850                   |  |   |  |  |   | \$21,533.55     |
| Capital One<br>P.O. Box 60599<br>City Of Industry, CA 91716               |  |   |  |  |   | \$3,039.97      |
| Electro-Steam<br>Generator Corp.<br>50 Indel Avenue<br>Rancocas, NJ 08073 |  |   |  |  |   | \$5,382.00      |
| Erich Russell<br>2380 Live Oak Road<br>Paso Robles, CA 93446              |  |   |  |  |   | \$6,400,000.00  |
| PG&E<br>P.O. Box 99700<br>Sacramento, CA 95899-7300                       |  |   |  |  |   | \$27,346.20     |
| Sunbelt Rentals<br>P.O. Box 409211<br>Atlanta, GA 30384                   |  |   |  |  |   | \$12,894.68     |
| West Coast Wine<br>Partners<br>134 Church Street<br>Sonoma, CA 95476      |  |   |  |  |   | \$13,630.00     |

**United States Bankruptcy Court  
Central District of California**

In re Northern Holdings, LLC

Debtor(s)

Case No.

Chapter 11

**LIST OF EQUITY SECURITY HOLDERS**

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

| Name and last known address or place of<br>business of holder | Security Class | Number of Securities | Kind of Interest |
|---|----------------|----------------------|------------------|
| Leroy Coddington  |                |                      | 100%             |

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the Managing Member of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date October 28, 2020

Signature

  
Leroy Coddington

*Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.*

**STATEMENT OF RELATED CASES**  
**INFORMATION REQUIRED BY LBR 1015-2**  
**UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA**

1. A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, his/her spouse, his or her current or former domestic partner, an affiliate of the debtor, any copartnership or joint venture of which debtor is or formerly was a general or limited partner, or member, or any corporation of which the debtor is a director, officer, or person in control, as follows: (Set forth the complete number and title of each such of prior proceeding, date filed, nature thereof, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

2. (If petitioner is a partnership or joint venture) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor or an affiliate of the debtor, or a general partner in the debtor, a relative of the general partner, general partner of, or person in control of the debtor, partnership in which the debtor is a general partner, general partner of the debtor, or person in control of the debtor as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of the proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

3. (If petitioner is a corporation) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, or any of its affiliates or subsidiaries, a director of the debtor, an officer of the debtor, a person in control of the debtor, a partnership in which the debtor is general partner, a general partner of the debtor, a relative of the general partner, director, officer, or person in control of the debtor, or any persons, firms or corporations owning 20% or more of its voting stock as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

4. (If petitioner is an individual) A petition under the Bankruptcy Reform Act of 1978, including amendments thereof, has been filed by or against the debtor within the last 180 days: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed at Orange, California.

Date: October 28, 2020



Leroy Codding

Signature of Debtor 1

Signature of Debtor 2

UNANIMOUS WRITTEN CONSENT OF

THE MANAGING MEMBERS

NORTHERN HOLDINGS, LLC.

DATED: October 28, 2020

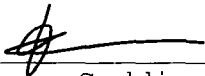
Pursuant to §307(b) of the California Corporations Code and the operating agreement of the LLC, the undersigned, being the Managing Member of the LLC, and in lieu of a meeting, hereby unanimously adopts the following recitals and resolutions:

WHEREAS, the Managing Member has determined that the LLC needs to take advantage of the benefits of Chapter 11 of the Bankruptcy Code to reorganize the debt structure of the LLC; and,

THEREFORE IT IS RESOLVED, that the LLC is authorized to file a Voluntary Petition under Chapter 11 of the Bankruptcy Code and attempt to reorganize thereunder; and,

IT IS FURTHER RESOLVED, that, Leroy Coddington, Managing Member, is hereby authorized and instructed to take whatever actions he deems appropriate to file the Chapter 11 petition and see the case to complete reorganization.

Managing Member

  
\_\_\_\_\_  
Leroy Coddington



|   |  |
|---|--|
| Attorney or Party Name, Address, Telephone & FAX Nos., and State Bar No. & Email Address<br><b>Matthew D. Resnik</b><br>17609 Ventura Blvd.<br>Ste 314<br>Encino, CA 91316<br>(818) 285-0100 Fax: (818) 855-7013<br>California State Bar Number: (SBN 182562) CA<br>matt@rhmfir.com | FOR COURT USE ONLY   |
| <input checked="" type="checkbox"/> <b>Attorney for: Debtor</b>   |  |
| <p align="center"><b>UNITED STATES BANKRUPTCY COURT<br/>CENTRAL DISTRICT OF CALIFORNIA</b></p>  |  |
| In re:<br><p align="center">Northern Holdings, LLC</p> <p align="right">Debtor(s),</p> <p align="right">Plaintiff(s),</p> <p align="right">Defendant(s).</p>  | CASE NO.:<br>ADVERSARY NO.:<br>CHAPTER: 11<br><br><p align="center"><b>CORPORATE OWNERSHIP STATEMENT<br/>PURSUANT TO FRBP 1007(a)(1)<br/>and 7007.1, and LBR 1007-4</b></p><br><p align="right">[No hearing]</p> |

*Pursuant to FRBP 1007(a)(1) and 7007.1, and LBR 1007-4, any corporation, other than a governmental unit, that is a debtor in a voluntary case or a party to an adversary proceeding or a contested matter shall file this Statement identifying all its parent corporations and listing any publicly held company, other than a governmental unit, that directly or indirectly own 10% or more of any class of the corporation's equity interest, or state that there are no entities to report. This Corporate Ownership Statement must be filed with the initial pleading filed by a corporate entity in a case or adversary proceeding. A supplemental statement must promptly be filed upon any change in circumstances that renders this Corporate Ownership Statement inaccurate.*

I, Leroy Codding, the undersigned in the above-captioned case, hereby declare  
(Print Name of Attorney or Declarant)  
under penalty of perjury under the laws of the United States of America that the following is true and correct:

**[Check the appropriate boxes and, if applicable, provide the required information.]**

1. I have personal knowledge of the matters set forth in this Statement because:
- ☒ I am the president or other officer or an authorized agent of the Debtor corporation
  - ☐ I am a party to an adversary proceeding
  - ☐ I am a party to a contested matter
  - ☐ I am the attorney for the Debtor corporation
- 2.a. ☐ The following entities, other than the debtor or a governmental unit, directly or indirectly own 10% or more of any class of the corporation's(s') equity interests:  
*[For additional names, attach an addendum to this form.]*
- b. ☒ There are no entities that directly or indirectly own 10% or more of any class of the corporation's equity interest.

October 28, 2020

Date

By: 

Signature of Debtor, or attorney for Debtor

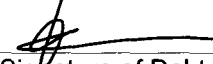
Name: Leroy Coddington, Managing Member

Printed name of Debtor, or attorney for Debtor

|  |  |  |  |
|--|--|--|--|
| <b>Attorney or Party Name, Address, Telephone &amp; FAX Nos.,<br/>State Bar No. &amp; Email Address</b><br>Matthew D. Resnik<br>17609 Ventura Blvd.<br>Ste 314<br>Encino, CA 91316<br>(818) 285-0100 Fax: (818) 855-7013<br>California State Bar Number: (SBN 182562) CA<br>matt@rhmfirm.com |  | <b>FOR COURT USE ONLY</b>  |  |
| <input type="checkbox"/> Debtor(s) appearing without an attorney<br><input checked="" type="checkbox"/> Attorney for Debtor  |  |  |  |
| <b>UNITED STATES BANKRUPTCY COURT<br/>CENTRAL DISTRICT OF CALIFORNIA</b>   |  |  |  |
| <b>In re:</b><br><br>Northern Holdings, LLC  |  | CASE NO.:<br>CHAPTER: 11   |  |
| Debtor(s).   |  | <b>VERIFICATION OF MASTER<br/>MAILING LIST OF CREDITORS</b><br><br>[LBR 1007-1(a)] |  |
|  |  |  |  |

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of 2 sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

Date: October 28, 2020

  
Signature of Debtor 1

Date: \_\_\_\_\_

Signature of Debtor 2 (joint debtor) ) (if applicable)

Date: October 28, 2020

Signature of Attorney for Debtor (if applicable)

Northern Holdings, LLC  
13217 Jamboree Road, #429  
Tustin, CA 92782

Matthew D. Resnik  
RESNIK HAYES MORADI, LLP.  
17609 Ventura Blvd.  
Ste 314  
Encino, CA 91316

Bank of America  
PO Box 15019  
Wilmington, DE 19850

California Dept of Tax and Fee Admi  
Special Ops, MIC 29  
PO Box 942879  
Sacramento, CA 94279-0005

Capital One  
P.O. Box 60599  
City Of Industry, CA 91716

Electro-Steam Generator Corp.  
50 Indel Avenue  
Rancocas, NJ 08073

Erich Russell  
2380 Live Oak Road  
Paso Robles, CA 93446

Farm Credit West  
3755 Atherton Rd  
11707 Fair Oaks Blvd  
Rocklin, CA 95765

Franchise Tax Board  
Attn: Bankruptcy Unit  
P.O. Box 2952  
Sacramento, CA 95812-2952

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Mortgage Lender Services as Agent  
Farm Credit West, FLCA, as Trustee  
11707 Fair Oaks Blvd  
Fair Oaks, CA 95628

PG&E  
P.O. Box 99700  
Sacramento, CA 95899-7300

San Luis Obispo Tax Collector  
1055 Monterey St Room D290  
San Luis Obispo, CA 93408

Sunbelt Rentals  
P.O. Box 409211  
Atlanta, GA 30384

West Coast Wine Partners  
134 Church Street  
Sonoma, CA 95476

**Exhibit "C"**

1 Roksana D. Moradi-Brovia (Bar No. 266572)

2 Matthew D. Resnik (Bar No. 182562)

3 **RESNIK HAYES MORADI LLP**

4 17609 Ventura Blvd., Suite 314

5 **Telephone:** (818) 285-0100

6 **Facsimile:** (818) 818-855-7013

7 roksana@ RHM Firm.com

8 matthew@ RHM Firm.com

9 *Attorneys for Debtor*

10 Northern Holding, LLC

11 UNITED STATES BANKRUPTCY COURT

12 CENTRAL DISTRICT OF CALIFORNIA

13 SANTA ANA DIVISION

14 In re

15 **Northern Holding, LLC,**

) Case No. 8:20-bk-13014-MW  
)  
) Chapter 11  
)  
) **SUMMARY OF ASSETS AND**  
Debtor.) **LIABILITIES; SCHEDULES A/B, D, E/F,**  
) **G, H; DECLARATION RE NON-**  
) **INDIVIDUAL DEBTORS SCHEDULES;**  
) **STATEMENT OF FINANCIAL AFFAIRS;**  
) **DISCLOSURE OF ATTORNEY**  
) **COMPENSATION**

16

17 ///

18 ///

19 ///

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21 ///

22 ///

23 ///

Fill in this information to identify the case:

Debtor name Northern Holding, LLC

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:20-bk-13014-MW

☐ Check if this is an amended filing

Official Form 202

**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments with those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

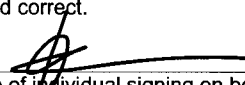
I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☒ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☒ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☒ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☒ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☒ *Schedule H: Codebtors* (Official Form 206H)
- ☒ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ *Amended Schedule*
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 10, 2020

X

  
Signature of individual signing on behalf of debtor

Leroy Coddling  
Printed name

Managing Member  
Position or relationship to debtor



Fill in this information to identify the case:

Debtor name Northern Holding, LLC

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:20-bk-13014-MW

☐ Check if this is an amended filing

**Official Form 206Sum**  
**Summary of Assets and Liabilities for Non-Individuals**

12/15

**Part 1: Summary of Assets**

1. **Schedule A/B: Assets-Real and Personal Property** (Official Form 206A/B)

|   |                  |
|---|------------------|
| 1a. <b>Real property:</b><br>Copy line 88 from <i>Schedule A/B</i> .....            | \$ 25,500,000.00 |
| 1b. <b>Total personal property:</b><br>Copy line 91A from <i>Schedule A/B</i> ..... | \$ 2,500,000.00  |
| 1c. <b>Total of all property:</b><br>Copy line 92 from <i>Schedule A/B</i> .....    | \$ 28,000,000.00 |

**Part 2: Summary of Liabilities**

|  |                  |
|--|------------------|
| 2. <b>Schedule D: Creditors Who Have Claims Secured by Property</b> (Official Form 206D)<br>Copy the total dollar amount listed in Column A, <i>Amount of claim</i> , from line 3 of <i>Schedule D</i> ..... | \$ 23,020,244.10 |
| 3. <b>Schedule E/F: Creditors Who Have Unsecured Claims</b> (Official Form 206E/F)   |                  |
| 3a. <b>Total claim amounts of priority unsecured claims:</b><br>Copy the total claims from Part 1 from line 5a of <i>Schedule E/F</i> .....  | \$ 0.00          |
| 3b. <b>Total amount of claims of nonpriority amount of unsecured claims:</b><br>Copy the total of the amount of claims from Part 2 from line 5b of <i>Schedule E/F</i> .....                                 | +\$ 6,440,000.00 |
| 4. <b>Total liabilities</b> .....<br>Lines 2 + 3a + 3b   | \$ 29,460,244.10 |

Fill in this information to identify the case:

Debtor name Northern Holding, LLC

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:20-bk-13014-MW

☐ Check if this is an amended filing

## Official Form 206A/B

### Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

#### Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

☒ No. Go to Part 2.

☐ Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

#### Part 2: Deposits and Prepayments

6. Does the debtor have any deposits or prepayments?

☒ No. Go to Part 3.

☐ Yes Fill in the information below.

#### Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

☒ No. Go to Part 4.

☐ Yes Fill in the information below.

#### Part 4: Investments

13. Does the debtor own any investments?

☒ No. Go to Part 5.

☐ Yes Fill in the information below.

#### Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

☒ No. Go to Part 6.

☐ Yes Fill in the information below.

#### Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

☒ No. Go to Part 7.

Debtor Northern Holding, LLC  
Name

Case number (if known) 8:20-bk-13014-MW

☐ Yes Fill in the information below.

**Part 7: Office furniture, fixtures, and equipment; and collectibles**

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

☒ No. Go to Part 8.

☐ Yes Fill in the information below.

**Part 8: Machinery, equipment, and vehicles**

46. Does the debtor own or lease any machinery, equipment, or vehicles?

☐ No. Go to Part 9.

☒ Yes Fill in the information below.

|     | General description<br>Include year, make, model, and identification numbers<br>(i.e., VIN, HIN, or N-number)  | Net book value of<br>debtor's interest<br>(Where available) | Valuation method used<br>for current value | Current value of<br>debtor's interest |
|-----|--|---|--|---------------------------------------|
| 47. | Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles   |   |  |                                       |
| 48. | Watercraft, trailers, motors, and related accessories <i>Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels</i> |   |  |                                       |
| 49. | Aircraft and accessories   |   |  |                                       |
| 50. | Other machinery, fixtures, and equipment (excluding farm machinery and equipment)<br>Equipment (see attached list)                                       | \$0.00  | Appraisal                                  | \$2,500,000.00                        |

51. Total of Part 8.

Add lines 47 through 50. Copy the total to line 87.

\$2,500,000.00

52. Is a depreciation schedule available for any of the property listed in Part 8?

☒ No

☐ Yes

53. Has any of the property listed in Part 8 been appraised by a professional within the last year?

☒ No

☐ Yes

**Part 9: Real property**

54. Does the debtor own or lease any real property?

☐ No. Go to Part 10.

☒ Yes Fill in the information below.

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

| Description and location of<br>property<br>Include street address or other<br>description such as Assessor<br>Parcel Number (APN), and type<br>of property (for example,<br>acreage, factory, warehouse,<br>apartment or office building, if<br>available. | Nature and<br>extent of<br>debtor's interest<br>in property | Net book value of<br>debtor's interest<br>(Where available) | Valuation method used<br>for current value | Current value of<br>debtor's interest |
|--|---|---|--|---------------------------------------|
|--|---|---|--|---------------------------------------|

Attachment 1

Winery Equipment Schedule

| Photo# | Description                            | S/N      | Hrs/Miles | Condition | Notes                    | Value      |
|--------|--|----------|-----------|-----------|--------------------------|------------|
| 1      | 900 Gal French Oak Foudre (Qty of 2)   |          |           | Average   | 2014 - 2015              | \$ 24,000  |
| 1      | 600 Gal French Oak Foudre              |          |           | Average   |                          | \$ 7,000   |
| 2      | 2,900 Gal French Oak Tanks (Qty of 11) |          |           | Average   | 2014 - 2015              | \$ 280,500 |
| 3      | Waukesha 2085 (Qty of 4)               |          |           | Average   |                          | \$ 14,000  |
| 4      | Waukesha 130                           |          |           | Average   |                          | \$ 9,000   |
| 5      | Toyota 42-6FGU15                       | 63061    | 8,251     | Average   | 3k#, LPG                 | \$ 4,000   |
| 6      | Willmes 25 ton press                   | 15361    |           | Average   |                          | \$ 40,000  |
| 7      | Willmes 7.5 ton press                  | 40433    |           | Average   | 2002                     | \$ 20,000  |
| 8      | Velo 150 Rotary fermenter              | 51240    |           | Average   | 1998                     | \$ 10,000  |
| 9      | Velo 150 Rotary fermenter              | 51241    |           | Average   | 1998                     | \$ 10,000  |
| 10     | Velo 150 Rotary fermenter              | 51242    |           | Average   | 1998                     | \$ 10,000  |
| 11     | Incline Elevator                       |          |           | Average   | upgraded large hopper    | \$ 25,000  |
| 12     | Toyota 42-6FGU18                       | 60505    | 5,646     | Average   | 3,530#, LPG, SS          | \$ 5,000   |
| 13     | Velo Lees Filter Mdl FECC1A            | 0053C418 |           | Average   | 40x40, 1994              | \$ 7,500   |
| 14     | Della Toffola Plate Filter             | 252570   |           | Average   |                          | \$ 6,500   |
| 15     | Willmes press                          |          |           | Fair      | 1.5 t/h white, 3 t/h red | \$ 7,500   |
| 16     | Velo Cross Flow Filter TMF-3-A-02      | TMF00100 |           | Good      | 2014                     | \$ 60,000  |
| 17     | Plate Filter                           |          |           | Average   | 20 Plates                | \$ 2,500   |
| 18     | Della Toffola Plate Filter             |          |           | Fair      | 40 Plates                | \$ 5,000   |
| 19     | Delta E4 Destemmer                     | 011300   |           | Average   |                          | \$ 18,000  |
| 20     | 6 Inch Waukesha Must Pump              |          |           | Average   |                          | \$ 15,000  |
| 21     | Unscrambler Table                      |          |           | Average   |                          | \$ 5,000   |
| 22     | GAI 600 Filler and Corker              | ACB5000  |           | Average   | 2003                     | \$ 25,000  |
| 23     | Faccio Cork Hopper mdl EST             | 114      |           | Average   | 2008                     | \$ 5,000   |
| 24     | GAI 4612 DL Capper                     |          |           | Average   |                          | \$ 95,000  |
| 25     | Kosme Labeler mdl 7209T52E2            | 3709     |           | Average   | 2003                     | \$ 35,000  |
| 26     | 3M Top Case Sealer                     |          |           | Average   | 2008                     | \$ 1,500   |
| N/A    | 10 HP Waukesha Cent. Pumps (Qty of 31) |          |           | Average   |                          | \$ 139,500 |
| N/A    | 2 Barrel Racks (Qty of 1,000)          |          |           | Average   |                          | \$ 50,000  |
| N/A    | Toyota 7FGU20                          | 67049    | 3,388     | Average   | 3,340#, LPG, Bindumper   | \$ 5,500   |
| N/A    | Crush Pad Hopper                       |          |           | Average   | 14" Auger, 20', 5 ton    | \$ 20,000  |
| N/A    | Ozone Generator                        |          |           | Average   |                          | \$ 7,500   |
| N/A    | Waukesha Pump (Qty of 5)               |          |           | Average   |                          | \$ 22,500  |
| N/A    | Oak Barrels (Qty of 1,290)             |          |           | Average   |                          | \$ 96,750  |

**Attachment 2**

**Wine Tank Schedule**

| Capacity       | Quantity  | Tank ID's                              | Value                  |
|----------------|-----------|--|------------------------|
| 550            | 5         | N/A                                    | \$ 33,750.00           |
| 693            | 1         | 37                                     | \$ 8,500.00            |
| 1,339          | 1         | 136                                    | \$ 9,000.00            |
| 1,501          | 1         | 36                                     | \$ 10,000.00           |
| 1,551          | 8         | 38, 39, 40, 41, 42, 43, 44, 45         | \$ 84,000.00           |
| 1,693          | 1         | 135                                    | \$ 11,500.00           |
| 2,000          | 1         | 134                                    | \$ 12,000.00           |
| 2,088          | 1         | 34, 35,                                | \$ 12,500.00           |
| 2,155          | 2         | 101, 102                               | \$ 26,000.00           |
| 2,525          | 2         | 32, 33                                 | \$ 28,500.00           |
| 2,924          | 2         | 133                                    | \$ 31,000.00           |
| 3,002          | 1         | 109, 110, 115, 120                     | \$ 16,000.00           |
| 3,500          | 4         | 114, 122, 123, 124, 125, 130, 131      | \$ 72,000.00           |
| 3,774          | 7         | 3, 4, 5, 6                             | \$ 131,250.00          |
| 3,807          | 4         | 103, 108, 121, 128, 129                | \$ 76,000.00           |
| 4,012          | 5         | 104, 105, 106, 107, 111, 112, 113, 116 | \$ 100,000.00          |
| 4,559          | 9         | 7, 8, 9                                | \$ 198,000.00          |
| 4,844          | 3         | 117, 118, 126, 127                     | \$ 69,000.00           |
| 5,310          | 5         | 132                                    | \$ 123,750.00          |
| 5,961          | 9         | 12, 13, 14, 20, 21, 22, 23, 24         | \$ 247,500.00          |
| 7,150          | 1         | 2                                      | \$ 32,250.00           |
| 7,190          | 1         | 1                                      | \$ 32,500.00           |
| 8,530          | 7         | 10, 11, 15, 16, 17, 18, 19             | \$ 264,250.00          |
| 8,531          | 6         | 26, 27, 28, 29, 30, 31                 | \$ 226,500.00          |
| 10,328         | 1         | 57                                     | \$ 44,750.00           |
| <b>389,714</b> | <b>88</b> |  | <b>\$ 1,900,500.00</b> |

Attachment 3

Vineyard Equipment Schedule

| Qty | Description  | Value     |
|-----|--|-----------|
| 3   | Landini Trekker vineyard track tractors                            | \$ 37,500 |
| 8   | 2, 1/2 ton bin grape trailers                                      | \$ 32,000 |
| 2   | Dodge 3/4 ton Desil 4x4 pickup trucks                              | \$ 25,000 |
| 2   | Ford F 150 4x4 Pickup trucks                                       | \$ 20,000 |
| 3   | 3, 1/2 ton bin grape trailers                                      | \$ 18,000 |
| 1   | New Holland TK 90 vineyard trac tractor                            | \$ 15,000 |
| 1   | Caterpillar 246 skid steer w/ fork, and grapple bucket attachments | \$ 15,000 |
| 1   | Landini 75v vineyard wheel tractor                                 | \$ 12,500 |
| 2   | TCM 3000 lb Forklifts  | \$ 12,000 |
| 1   | Caterpillar RC 60 6000 lb All Terrin Forklift                      | \$ 10,000 |
| 2   | Polaris 6x6 atv's  | \$ 10,000 |
| 1   | Ford F 550 4x4 flatbed truck                                       | \$ 10,000 |
| 1   | New Holland TC 29 vineyard wheel tractor                           | \$ 7,500  |
| 1   | Trail Master 25ft flat deck trailer                                | \$ 7,500  |
| 1   | Dodge 3/4 ton 2wd pickup truck                                     | \$ 7,500  |
| 1   | Ford F 150 2wd Pickup truck  | \$ 6,500  |
| 1   | Lift master fork attachment bin dumper                             | \$ 5,500  |
| 1   | 1000 gal water trailer / mix station                               | \$ 5,000  |
| 1   | Schmeiser 4ft vineyard grain drill                                 | \$ 5,000  |
| 1   | Kubota RTV 900 utility vehicle                                     | \$ 5,000  |
| 1   | Kubota RTV 500 Utility vehicle                                     | \$ 5,000  |
| 1   | Trail Master 14 ft dump trailer                                    | \$ 5,000  |
| 1   | Dodge 1/2 ton 2wd pickup truck                                     | \$ 5,000  |
| 1   | Caterpillar D6-9U track tractor                                    | \$ 5,000  |

| Debtor | Northern Holding, LLC  | Case number (If known) | 8:20-bk-13014-MW                 |
|--------|--|------------------------|----------------------------------|
|        | Name   |                        |                                  |
| 55.1.  | 1172 San Marcos Road, Paso Robles, CA 93446 ("1172 property"); winery facility (42,000 sq ft) and residential apartment; APN 026-104-001. Winery tenant is Rabbit Ridge Wine Winery; base rate of \$15,000/month (rents are current and segregated); profit share of third party Custom Crush revenue billed monthly in arrears. Apartment tenant is Bill Tolar who pays \$1,600 (rents are current and segregated); lease ends 6/30/2021. Debtor is working on securing a contract with a third party to farm the land and will receive revenue from rents and fruit sales. | Fee simple             | \$0.00 Appraisal \$11,500,000.00 |
| 55.2.  | 2380 Live Oak Road, Paso Robles, CA 93446 ("Live Oak property"); 2 homes on the property and vineyard; APN 026-342-039. Unit #1 ("small") is currently vacant; new tenants slated to move in on/or about 12/1/2020 for \$1,800/month. Unit #2 ("large") is leased to former owner Erich Russell for \$12,000 monthly (rents are current and segregated); lease ends 1/1/2022. Debtor is working on securing a contract with a third party to farm the land and will receive revenue from rents and fruit sales.  | Fee simple             | \$0.00 Appraisal \$9,700,000.00  |

|        |   |  |  |                        |                  |                          |
|--------|---|--|--|------------------------|------------------|--------------------------|
| Debtor | Northern Holding, LLC   |  |  | Case number (if known) | 8:20-bk-13014-MW |                          |
|        | Name  |  |  |                        |                  |                          |
| 55.3.  | APN 027-145-022<br>("Texas Road<br>property"); no street<br>address for this<br>property, access<br>through 1172 San<br>Marcos Road, Paso<br>Robles, CA 93446; 42<br>acre vineyard. Debtor<br>is working on securing<br>a contract with a third<br>party to farm the land<br>and will receive<br>revenue from rents and<br>fruit sales. |  |  | Fee simple             | \$0.00           | Appraisal \$4,300,000.00 |

56. **Total of Part 9.** \$25,500,000.00  
Add the current value on lines 55.1 through 55.6 and entries from any additional sheets.  
Copy the total to line 88.

57. **Is a depreciation schedule available for any of the property listed in Part 9?**

- ☒ No  
☐ Yes

58. **Has any of the property listed in Part 9 been appraised by a professional within the last year?**

- ☒ No  
☐ Yes

**Part 10: Intangibles and intellectual property**

59. **Does the debtor have any interests in intangibles or intellectual property?**

- ☒ No. Go to Part 11.  
☐ Yes Fill in the information below.

**Part 11: All other assets**

70. **Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

- ☒ No. Go to Part 12.  
☐ Yes Fill in the information below.



Debtor Northern Holding, LLC  
Name

Case number (if known) 8:20-bk-13014-MW

**Part 12: Summary**

In Part 12 copy all of the totals from the earlier parts of the form  
Type of property

Current value of  
personal property

Current value of real  
property

80. **Cash, cash equivalents, and financial assets.**  
Copy line 5, Part 1

\$0.00

81. **Deposits and prepayments.** Copy line 9, Part 2.

\$0.00

82. **Accounts receivable.** Copy line 12, Part 3.

\$0.00

83. **Investments.** Copy line 17, Part 4.

\$0.00

84. **Inventory.** Copy line 23, Part 5.

\$0.00

85. **Farming and fishing-related assets.** Copy line 33, Part 6.

\$0.00

86. **Office furniture, fixtures, and equipment; and collectibles.**  
Copy line 43, Part 7.

\$0.00

87. **Machinery, equipment, and vehicles.** Copy line 51, Part 8.

\$2,500,000.00

88. **Real property.** Copy line 56, Part 9.....>

\$25,500,000.00

89. **Intangibles and intellectual property.** Copy line 66, Part 10.

\$0.00

90. **All other assets.** Copy line 78, Part 11.

+ \$0.00

91. **Total.** Add lines 80 through 90 for each column

\$2,500,000.00

+ 91b.

\$25,500,000.00

92. **Total of all property on Schedule A/B.** Add lines 91a+91b=92

\$28,000,000.00

Fill in this information to identify the case:

Debtor name Northern Holding, LLC

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:20-bk-13014-MW

☐ Check if this is an amended filing

Official Form 206D

**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- ☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

**Part 1: List Creditors Who Have Secured Claims**

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

| Column A                               | Column B                                     |
|--|--|
| Amount of claim                        | Value of collateral that supports this claim |
| Do not deduct the value of collateral. |  |
| \$19,800,000.00                        | \$25,500,000.00                              |

2.1 Farm Credit West, FLCA

Creditor's Name

c/o Frandzel Robins Bloom & Csato

Attn: Michael J. Gomez, Reed Waddell

1000 Wilshire Boulevard,

19th Floor

Los Angeles, CA 90017

Creditor's mailing address

Describe debtor's property that is subject to a lien

Cross-collateralized lien on 1172, Live Oak and Texas Road. Loan assumed by Debtor from Erich Russell.

Describe the lien

Is the creditor an insider or related party?

☒ No

☐ Yes

Is anyone else liable on this claim?

☐ No

☒ Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Last 4 digits of account number

4101;1101

Do multiple creditors have an interest in the same property?

☒ No

☐ Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:

Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

2.2 San Luis Obispo Tax Collector

Creditor's Name

1055 Monterey St Room D290

San Luis Obispo, CA 93408

Creditor's mailing address

Describe debtor's property that is subject to a lien

1172 property

\$3,200,000.00

\$11,500,000.00

Describe the lien

Property Taxes

Is the creditor an insider or related party?

☒ No

☐ Yes

Is anyone else liable on this claim?

☒ No

☐ Yes. Fill out Schedule H: Codebtors (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

Debtor Northern Holding, LLC  
Name

Case number (if known) 8:20-bk-13014-MW

**Last 4 digits of account number**

**Do multiple creditors have an interest in the same property?**

☒ No

☐ Yes. Specify each creditor, including this creditor and its relative priority.

**As of the petition filing date, the claim is:**

Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

2.3 **San Luis Obispo Tax Collector**  
Creditor's Name  
1055 Monterey St Room  
D290  
San Luis Obispo, CA 93408  
Creditor's mailing address

**Describe debtor's property that is subject to a lien**

\$13,625.84

\$0.00

Live Oak property

**Describe the lien**

**Property Taxes**

**Is the creditor an insider or related party?**

☒ No

☐ Yes

**Is anyone else liable on this claim?**

☒ No

☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Creditor's email address, if known

**Date debt was incurred**

2020

**Last 4 digits of account number**

**Do multiple creditors have an interest in the same property?**

☒ No

☐ Yes. Specify each creditor, including this creditor and its relative priority.

**As of the petition filing date, the claim is:**

Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

2.4 **San Luis Obispo Tax Collector**  
Creditor's Name  
1055 Monterey St Room  
D290  
San Luis Obispo, CA 93408  
Creditor's mailing address

**Describe debtor's property that is subject to a lien**

\$6,618.26

\$0.00

Texas Road property

**Describe the lien**

**Property Taxes**

**Is the creditor an insider or related party?**

☒ No

☐ Yes

**Is anyone else liable on this claim?**

☒ No

☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Creditor's email address, if known

**Date debt was incurred**

2020

**Last 4 digits of account number**

**Do multiple creditors have an interest in the same property?**

☒ No

☐ Yes. Specify each creditor, including this creditor and its relative priority.

**As of the petition filing date, the claim is:**

Check all that apply

☐ Contingent

☐ Unliquidated

☐ Disputed

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$23,020,244.  
10

**Part 2: List Others to Be Notified for a Debt Already Listed in Part 1**

Debtor Northern Holding, LLC  
Name

Case number (if known) 8:20-bk-13014-MW

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address

On which line in Part 1 did  
you enter the related creditor?

Last 4 digits of  
account number for  
this entity

Farm Credit West  
3755 Atherton Rd  
11707 Fair Oaks Blvd  
Rocklin, CA 95765

Line 2.1

Mortgage Lender Services as Agent  
Farm Credit West, FLCA, as Trustee  
11707 Fair Oaks Blvd  
Fair Oaks, CA 95628

Line 2.1

Fill in this information to identify the case:

Debtor name Northern Holding, LLC

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:20-bk-13014-MW

☐ Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

☐ No. Go to Part 2.

☒ Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

Total claim Priority amount

2.1 Priority creditor's name and mailing address As of the petition filing date, the claim is: \$0.00 \$0.00

California Dept of Tax and Fee Admi  
Special Ops, MIC 29  
PO Box 942879  
Sacramento, CA 94279-0005

Check all that apply.  
☐ Contingent  
☐ Unliquidated  
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY  
unsecured claim: 11 U.S.C. § 507(a) (8)

☒ No  
☐ Yes

2.2 Priority creditor's name and mailing address As of the petition filing date, the claim is: \$0.00 \$0.00

Franchise Tax Board  
Attn: Bankruptcy Unit  
P.O. Box 2952  
Sacramento, CA 95812-2952

Check all that apply.  
☐ Contingent  
☐ Unliquidated  
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY  
unsecured claim: 11 U.S.C. § 507(a) (8)

☒ No  
☐ Yes

|                                     |  |   |
|-------------------------------------|--|---|
| Debtor <b>Northern Holding, LLC</b> |  | Case number (if known) <b>8:20-bk-13014-MW</b>  |
| Name                                |  |   |
| 2.3                                 | Priority creditor's name and mailing address<br>Internal Revenue Service<br>P.O. Box 7346<br>Philadelphia, PA 19101-7346 | As of the petition filing date, the claim is:<br>Check all that apply.<br><input type="checkbox"/> Contingent<br><input type="checkbox"/> Unliquidated<br><input type="checkbox"/> Disputed |
|                                     | Date or dates debt was incurred  | Basis for the claim:  |
|                                     | Last 4 digits of account number  | Is the claim subject to offset?<br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes   |
|                                     | Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)  |   |

**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

|     |   |  |
|-----|---|--|
|     |   | Amount of claim  |
| 3.1 | Nonpriority creditor's name and mailing address<br>Erich Russell<br>2380 Live Oak Road<br>Paso Robles, CA 93446<br>Date(s) debt was incurred <u>10/27/2020</u><br>Last 4 digits of account number | As of the petition filing date, the claim is: Check all that apply.<br><input type="checkbox"/> Contingent<br><input type="checkbox"/> Unliquidated<br><input type="checkbox"/> Disputed<br>Basis for the claim: <u>Carry-back unsecured debt via purchase owed to prior owner.</u><br>Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
|     |   | \$6,440,000.00   |

**Part 3: List Others to Be Notified About Unsecured Claims**

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

|                          |  |   |
|--------------------------|--|---|
| Name and mailing address | On which line in Part 1 or Part 2 is the related creditor (if any) listed? | Last 4 digits of account number, if any |
|--------------------------|--|---|

**Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims**

5. Add the amounts of priority and nonpriority unsecured claims.

|   |                        |
|---|------------------------|
| 5a. Total claims from Part 1                      | Total of claim amounts |
| 5b. Total claims from Part 2                      | 5a. \$ 0.00            |
|   | 5b. + \$ 6,440,000.00  |
| 5c. Total of Parts 1 and 2<br>Lines 5a + 5b = 5c. | 5c. \$ 6,440,000.00    |

Fill in this information to identify the case:

Debtor name Northern Holding, LLC

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:20-bk-13014-MW

☐ Check if this is an amended filing

## Official Form 206G

### Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

☐ No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

☒ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal* (Official Form 206A/B).

Property

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.1. State what the contract or lease is for and the nature of the debtor's interest Apartment at 1172 property.

State the term remaining Lease ends 6/30/2021

List the contract number of any government contract \_\_\_\_\_

Bill Tolar  
1172 San Marcos Road  
Paso Robles, CA 93446

2.2. State what the contract or lease is for and the nature of the debtor's interest Lease for "larger unit" at Live Oak.

State the term remaining Lease ends 1/1/2022

List the contract number of any government contract \_\_\_\_\_

Erich Russell  
2380 Live Oak Road  
Paso Robles, CA 93446

2.3. State what the contract or lease is for and the nature of the debtor's interest Lease for winery facility at 1172 property.

State the term remaining Lease ends 1/1/2022

List the contract number of any government contract \_\_\_\_\_

Rabbit Ridge Wine Sales, Inc.  
1170 San Marcos Road  
Paso Robles, CA

Fill in this information to identify the case:

Debtor name Northern Holding, LLC

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:20-bk-13014-MW

☐ Check if this is an amended filing

## Official Form 206H Schedule H: Your Codebtors

12/15

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

### 1. Do you have any codebtors?

☐ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.

☒ Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Column 1: Codebtor

Column 2: Creditor

| Name              | Mailing Address                             | Name                      | Check all schedules that apply:  |
|-------------------|---|---------------------------|--|
| 2.1 Erich Russell | 2380 Live Oak Road<br>Paso Robles, CA 93446 | Farm Credit West,<br>FLCA | <input checked="" type="checkbox"/> D <u>2.1</u><br><input type="checkbox"/> E/F _____<br><input type="checkbox"/> G _____ |



Fill in this information to identify the case:

Debtor name Northern Holding, LLC

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:20-bk-13014-MW

☐ Check if this is an amended filing

## Official Form 207

### Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

04/19

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

#### Part 1: Income

##### 1. Gross revenue from business

☐ None.

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year

Sources of revenue  
Check all that apply

Gross revenue  
(before deductions and exclusions)

From the beginning of the fiscal year to filing date:  
From 1/01/2020 to Filing Date

☒ Operating a business  
☐ Other \_\_\_\_\_

\$0.00

For prior year:  
From 1/01/2019 to 12/31/2019

☒ Operating a business  
☐ Other \_\_\_\_\_

\$0.00

For year before that:  
From 1/01/2018 to 12/31/2018

☒ Operating a business  
☐ Other \_\_\_\_\_

\$0.00

##### 2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☒ None.

Description of sources of revenue

Gross revenue from each source  
(before deductions and exclusions)

#### Part 2: List Certain Transfers Made Before Filing for Bankruptcy

##### 3. Certain payments or transfers to creditors within 90 days before filing this case

List payments or transfers—including expense reimbursements—to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$6,825. (This amount may be adjusted on 4/01/22 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☒ None.

Creditor's Name and Address

Dates

Total amount of value

Reasons for payment or transfer  
Check all that apply

##### 4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed

Debtor Northern Holding, LLC

Case number (if known) 8:20-bk-13014-MW

or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$6,825. (This amount may be adjusted on 4/01/22 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; *affiliates of the debtor and insiders of such affiliates*; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None.

| Insider's name and address<br>Relationship to debtor | Dates | Total amount of value | Reasons for payment or transfer |
|--|-------|-----------------------|---------------------------------|
|--|-------|-----------------------|---------------------------------|

**5. Repossessions, foreclosures, and returns**

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

☐ None

| Creditor's name and address | Describe of the Property | Date | Value of property |
|-----------------------------|--------------------------|------|-------------------|
|-----------------------------|--------------------------|------|-------------------|

**6. Setoffs**

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☐ None

| Creditor's name and address | Description of the action creditor took | Date action was taken | Amount |
|-----------------------------|---|-----------------------|--------|
|-----------------------------|---|-----------------------|--------|

**Part 3: Legal Actions or Assignments**

**7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

☐ None.

| Case title<br>Case number | Nature of case | Court or agency's name and address | Status of case |
|---------------------------|----------------|------------------------------------|----------------|
|---------------------------|----------------|------------------------------------|----------------|

**8. Assignments and receivership**

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☐ None

**Part 4: Certain Gifts and Charitable Contributions**

**9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000**

☐ None

| Recipient's name and address | Description of the gifts or contributions | Dates given | Value |
|------------------------------|---|-------------|-------|
|------------------------------|---|-------------|-------|

**Part 5: Certain Losses**

**10. All losses from fire, theft, or other casualty within 1 year before filing this case.**

☐ None

Debtor Northern Holding, LLC

Case number (if known) 8:20-bk-13014-MW

**Description of the property lost and how the loss occurred**

**Amount of payments received for the loss**

**Dates of loss**

**Value of property lost**

If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received.

List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).

**Part 6: Certain Payments or Transfers**

**11. Payments related to bankruptcy**

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☐ None.

| Who was paid or who received the transfer?<br>Address                                 | If not money, describe any property transferred | Dates      | Total amount or value |
|---|---|------------|-----------------------|
| 11.1. RESNIK HAYES MORADI, LLP.<br>17609 Ventura Blvd.<br>Ste 314<br>Encino, CA 91316 | Attorney fees \$33,283 plus \$1,717 filing fee  | 10/28/2020 | \$33,283.00           |
| Email or website address<br>matt@rhmfirm.com  |   |            |                       |
| Who made the payment, if not debtor?  |   |            |                       |

**12. Self-settled trusts of which the debtor is a beneficiary**

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.  
Do not include transfers already listed on this statement.

☐ None.

| Name of trust or device | Describe any property transferred | Dates transfers were made | Total amount or value |
|-------------------------|-----------------------------------|---------------------------|-----------------------|
|-------------------------|-----------------------------------|---------------------------|-----------------------|

**13. Transfers not already listed on this statement**

List any transfers of money or other property by sale, trade, or any other means made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☐ None.

| Who received transfer?<br>Address | Description of property transferred or payments received or debts paid in exchange | Date transfer was made | Total amount or value |
|-----------------------------------|--|------------------------|-----------------------|
|-----------------------------------|--|------------------------|-----------------------|

**Part 7: Previous Locations**

**14. Previous addresses**

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☐ Does not apply

| Address | Dates of occupancy<br>From-To |
|---------|-------------------------------|
|---------|-------------------------------|

**Part 8: Health Care Bankruptcies**

**15. Health Care bankruptcies**

Is the debtor primarily engaged in offering services and facilities for:

Debtor Northern Holding, LLC

Case number (if known) 8:20-bk-13014-MW

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

- ☐ No. Go to Part 9.
- ☐ Yes. Fill in the information below.

Facility name and address

Nature of the business operation, including type of services the debtor provides

If debtor provides meals and housing, number of patients in debtor's care

**Part 9: Personally Identifiable Information**

**16. Does the debtor collect and retain personally identifiable information of customers?**

- ☐ No.
- ☐ Yes. State the nature of the information collected and retained.

**17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?**

- ☐ No. Go to Part 10.
- ☐ Yes. Does the debtor serve as plan administrator?

**Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units**

**18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

- ☐ None

Financial Institution name and Address

Last 4 digits of account number

Type of account or instrument

Date account was closed, sold, moved, or transferred

Last balance before closing or transfer

**19. Safe deposit boxes**

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

- ☐ None

Depository institution name and address

Names of anyone with access to it  
Address

Description of the contents

Do you still have it?

**20. Off-premises storage**

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

- ☐ None

Facility name and address

Names of anyone with access to it

Description of the contents

Do you still have it?

**Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own**

Debtor Northern Holding, LLC

Case number (if known) 8:20-bk-13014-MW

**21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

☒ None

**Part 12: Details About Environment Information**

For the purpose of Part 12, the following definitions apply:

*Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).

*Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.

*Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

**Report all notices, releases, and proceedings known, regardless of when they occurred.**

**22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.**

- ☒ No.  
☐ Yes. Provide details below.

| Case title<br>Case number | Court or agency name and<br>address | Nature of the case | Status of case |
|---------------------------|-------------------------------------|--------------------|----------------|
|---------------------------|-------------------------------------|--------------------|----------------|

**23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?**

- ☒ No.  
☐ Yes. Provide details below.

| Site name and address | Governmental unit name and<br>address | Environmental law, if known | Date of notice |
|-----------------------|---------------------------------------|-----------------------------|----------------|
|-----------------------|---------------------------------------|-----------------------------|----------------|

**24. Has the debtor notified any governmental unit of any release of hazardous material?**

- ☒ No.  
☐ Yes. Provide details below.

| Site name and address | Governmental unit name and<br>address | Environmental law, if known | Date of notice |
|-----------------------|---------------------------------------|-----------------------------|----------------|
|-----------------------|---------------------------------------|-----------------------------|----------------|

**Part 13: Details About the Debtor's Business or Connections to Any Business**

**25. Other businesses in which the debtor has or has had an interest**

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

☐ None

| Business name address       | Describe the nature of the business | Employer Identification number<br>Do not include Social Security number or ITIN. | Dates business existed |
|-----------------------------|-------------------------------------|--|------------------------|
| 25.1. Northern Holding, LLC |                                     | EIN: 45-5164440  | From-To 2012 - present |

**26. Books, records, and financial statements**

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

☐ None

Debtor Northern Holding, LLC

Case number (if known) 8:20-bk-13014-MW

**Name and address**

**Date of service  
From-To**

26a.1. Dominic Levis  
1212 York Road, Ste. C-300  
Lutherville Timonium, MD 21093

2013 - 2017

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

☒ None

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☒ None

**Name and address**

**If any books of account and records are  
unavailable, explain why**

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

☒ None

**Name and address**

**27. Inventories**

Have any inventories of the debtor's property been taken within 2 years before filing this case?

☒ No

☐ Yes. Give the details about the two most recent inventories.

**Name of the person who supervised the taking of the  
inventory**

**Date of inventory**

**The dollar amount and basis (cost, market,  
or other basis) of each inventory**

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

**Name**

**Address**

**Position and nature of any  
interest**

**% of interest, if  
any**

Leroy Codding

Sole owner and managing  
member

100%

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

☒ No

☐ Yes. Identify below.

**30. Payments, distributions, or withdrawals credited or given to insiders**

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

☒ No

☐ Yes. Identify below.

**Name and address of recipient**

**Amount of money or description and value of  
property**

**Dates**

**Reason for  
providing the value**

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

Debtor Northern Holding, LLC

Case number (if known) 8:20-bk-13014-MW

- ☒ No  
☐ Yes. Identify below.

**Name of the parent corporation**

**Employer Identification number of the parent corporation**

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

- ☒ No  
☐ Yes. Identify below.

**Name of the pension fund**

**Employer Identification number of the parent corporation**

Fill in this information to identify the case:

Debtor name Northern Holding, LLC

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:20-bk-13014-MW

☐ Check if this is an amended filing

## Official Form 207

### Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

04/19

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

#### Part 14: Signature and Declaration

**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 10, 2020

Signature of individual signing on behalf of the debtor

Leroy Coddling  
Printed name

Position or relationship to debtor Managing Member

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

☒ No  
☐ Yes



B2030 (Form 2030) (12/15)

**United States Bankruptcy Court  
Central District of California**

In re Northern Holding, LLC

Debtor(s)

Case No. 8:20-bk-13014-MW

Chapter 11

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

|   |    |                  |
|---|----|------------------|
| For legal services, I have agreed to accept           | \$ | <u>33,283.00</u> |
| Prior to the filing of this statement I have received | \$ | <u>33,283.00</u> |
| Balance Due   | \$ | <u>0.00</u>      |

2. \$ 1,717.00 of the filing fee has been paid.
3. The source of the compensation paid to me was:  
☒ Debtor ☐ Other (specify):
4. The source of compensation to be paid to me is:  
☒ Debtor ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.  
☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:  
a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;  
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;  
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;  
d. [Other provisions as needed]
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

November 10, 2020

*Date*

/s/ Matthew D. Resnik

Matthew D. Resnik

*Signature of Attorney*

RESNIK HAYES MORADI, LLP.

17609 Ventura Blvd.

Ste 314

Encino, CA 91316

(818) 285-0100 Fax: (818) 855-7013

matt@rhmfirm.com

*Name of law firm*

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
17609 Ventura Blvd., Suite 314, Encino, CA 91316.

A true and correct copy of the foregoing document entitled (*specify*): **SUMMARY OF ASSETS AND LIABILITIES; SCHEDULES A/B, D, E/F, G, H; DECLARATION RE NON-INDIVIDUAL DEBTORS SCHEDULES; STATEMENT OF FINANCIAL AFFAIRS; DISCLOSURE OF ATTORNEY COMPENSATION** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 11/10/2020, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov
- **Michael J Gomez** mgomez@frandzel.com, dmoore@frandzel.com
- **Matthew D. Resnik** matt@rhmfir.com,  
roksana@rhmfir.com;janita@rhmfir.com;susie@rhmfir.com;max@rhmfir.com;priscilla@rhmfir.com;pardis@rhmfir.com;russ@rhmfir.com;rebeca@rhmfir.com;david@rhmfir.com;sloan@rhmfir.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) 11/10/2020, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**No Judge's Copy required for documents less than 25-pages per GENERAL ORDER 20-04 - IN RE: PROCEDURES FOR PHASED REOPENING DURING COVID-19 PUBLIC EMERGENCY.**

Northern Holding, LLC  
13217 Jamboree Rd #429  
Tustin CA 92783

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 11/10/2020, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/10/2020

Date

Daniel Lavin

Printed Name

/s/ Daniel Lavin

Signature

**Exhibit "D"**

1 Michael J. Gomez (State Bar No. 251571)  
mgomez@frandzel.com  
2 Reed S. Waddell (State Bar No. 106644)  
rwaddell@frandzel.com  
3 Gerrick M. Warrington (State Bar No. 294890)  
gwarrington@frandzel.com  
4 FRANDZEL ROBINS BLOOM & CSATO, L.C.  
1000 Wilshire Boulevard, Nineteenth Floor  
5 Los Angeles, California 90017-2427  
Telephone: (323) 852-1000  
6 Facsimile: (323) 651-2577

7 Attorneys for Secured Creditor  
FARM CREDIT WEST, FLCA  
8  
9  
10

11 **UNITED STATES BANKRUPTCY COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **SANTA ANA DIVISION**

14 In re  
15 NORTHERN HOLDINGS, LLC,  
16 Debtor.

Case No. 8:20-bk-13014-MW

Chapter 11

17 **MEMORANDUM OF POINTS AND**  
18 **AUTHORITIES IN SUPPORT OF FARM**  
19 **CREDIT WEST, FLCA'S MOTION FOR**  
20 **RELIEF FROM AUTOMATIC STAY**

21 Date: November 30, 2020  
22 Time: 9:00 a.m.  
23 Place: Courtroom 6C  
United States Bankruptcy Court  
411 W. Fourth Street  
Santa Ana, CA 92701

Hon. Mark S. Wallace

FRANZEL ROBINS BLOOM & CSATO, L.C.  
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1 **TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY**  
2 **JUDGE:**

3 Farm Credit West, FLCA ("FCW") submits the following Memorandum of Points and  
4 Authorities in support of its Motion for Relief from Automatic Stay ("Motion").

5  
6 **I. INTRODUCTION**

7 This bankruptcy is a blatant scheme to hinder, delay, and defraud FCW to prevent its  
8 foreclosure sale. First, we have the traditional skeletal filing on the eve of the foreclosure sale  
9 with very few creditors. Next, we have two bankruptcies timed to stop a foreclosure sale. The  
10 first bankruptcy involved the same property over which relief from stay was litigated and granted  
11 in favor of FCW. Then, we have one of those bankruptcies occurring once state court litigation  
12 went awry for the debtor. Finally, we have an unauthorized transfer of real property to an  
13 affiliated insider of the prior debtor, also occurring on the eve of a foreclosure sale.

14 Equity demands relief. Not only must *in rem* relief from the automatic stay be granted, but  
15 extraordinary relief must be granted too in order to prevent the furtherance of more schemes.

16  
17 **II. FACTUAL BACKGROUND**

18 This is the tortured story of two loans to Erich Lee Russell ("Russell") and his spouse, and  
19 their protracted attempts to thwart a foreclosure sale of their winery and vineyard.

20 **A. Loan 1**

21 On or about March 5, 2007, FCW made a \$17,500,000.00 loan ("Loan 1") to Russell and  
22 Joanne Russell ("J. Russell" and together with Russell, "Borrowers"). Loan 1 is secured by a deed  
23 of trust and assignment of rents ("Deed of Trust") recorded in the San Luis Obispo County  
24 Recorder's Office on March 23, 2007, as instrument number 2007019418, against Russell's real  
25 property located in San Luis Obispo County (the "Real Property Collateral").

26 As additional security for Loan 1, the Borrowers and Rabbit Ridge Wine Sales, Inc.  
27 ("Rabbit Ridge"), executed and delivered to FCW a security agreement ("Security Agreement"),  
28 granting FCW a security interest on all of their existing and after-acquired goods, farm products,

1 inventory, bulk and cased wine inventory, accounts, general intangibles, equipment, and proceeds  
2 thereof, including fixtures on certain real property more particularly described in the Security  
3 Agreement (“Personal Property Collateral” and together with Real Property Collateral,  
4 “Collateral”).<sup>1</sup> (Kevin Ralph [Ralph] Decl. ¶¶ 3 - 7, Exhs. 1 - 5.)

5 **B. Loan 2**

6 On or about January 15, 2009, FCW made a further advance of \$3,525,000.00 (“Loan 2”)  
7 to the Borrowers. The Borrowers each also executed and delivered to FCW a Notice of Advance  
8 Under Deed of Trust (“Notice of Advance”), which constituted an advance secured by the Deed of  
9 Trust, which Notice of Advance was recorded on February 6, 2009, in the San Luis Obispo  
10 County Recorder’s Office, assigned document number 2009-005727. (Ralph Decl. ¶ 8, Exhs. 6 -  
11 7.)

12 **C. The Workouts and the Foreclosure**

13 The Borrowers later defaulted on their loan obligations to FCW, resulting in the Borrowers  
14 and FCW entering into four separate Loan Restructure and Workout Agreements. The fourth such  
15 workout agreement (“Fourth Workout”) was entered into between the Borrowers and FCW on or  
16 about March 11, 2015, *over five years ago now*, and entailed a forbearance by FCW along with the  
17 sale of certain real property collateral.

18 On or about December 9, 2015, the Borrowers and FCW entered into the First Amendment  
19 to the Fourth Workout, which entailed a further forbearance by FCW as well as payments by the  
20 Borrowers and the sale of certain real estate to pay down FCW’s delinquent debt.

21 The Borrowers further defaulted on their obligations, and on June 12, 2017, FCW recorded  
22 a Notice of Default regarding its Real Property Collateral secured by the Deed of Trust. On  
23 October 2, 2019, after **two more** years of workout attempts, FCW recorded its notice of sale.

24 Prior to FCW’s nonjudicial foreclosure sale, Russell filed a complaint in San Luis Obispo  
25 Superior Court and obtained a temporary restraining order, halting the foreclosure sale. On  
26  
27

28 <sup>1</sup> Rabbit Ridge also guarantied the Borrowers’ obligations to FCW.

1 January 10, 2020, however, the Superior Court denied Russell's motion for preliminary injunction,  
2 and Russell filed for chapter 11 hours later. (Ralph Decl. ¶¶ 9 - 13, Exhs. 8 - 12.)

3 **D. The First Bankruptcy; Case No. 9:20-bk-10035-DS**

4 Russell's petition was a face-sheet filing, lacking any schedules or a statement of financial  
5 affairs. When Russell did file Schedules, they only disclosed three other creditors, the County for  
6 property taxes, an insider (his co-borrower spouse), and only one general, unsecured creditor.  
7 (Ralph Decl. ¶ 14, Exh. 15.)

8 On February 10, 2020, Russell filed a Status Conference Report ("Status Report")  
9 (Dkt. 36), attaching Budget Projections ("Budget"), reflecting, among other things, that Russell  
10 leases all of his property to his wholly-owned corporation, Rabbit Ridge. The Status Report and  
11 Budget reflected that Russell receives no rent, per se, from his corporation. Rather, apparently, the  
12 corporation merely funds the expenses related to Russell's winery operating on the property.  
13 Russell has never provided FCW with a written lease.

14 On January 15, 2020, FCW filed and served, in accordance with the exception to the  
15 automatic stay set forth in 11 U.S.C. § 362(b)(3), its *Notice of Continuation of Perfection of*  
16 *Security Interests, Demand for Adequate Protection; and Demand of Sequestration of Cash*  
17 *Collateral Pursuant to 11 U.S.C. §§ 362(b)(3), 363(c)(4), 363(e), 546(b), and 552(b)* (Dkt. 11),  
18 which Russell ignored. FCW had to compel compliance with 11 U.S.C. § 363(c) by filing a  
19 motion with the Court, which the Court granted (Dkt. 51).

20 As of January 10, 2020, FCW was owed not less than \$19,040,509.25. (Ralph Decl. ¶ 15.)  
21 According to the Declaration of Erich Russell in Response to Farm Credit West Motion re Use,  
22 Accounting and Control of Cash Collateral ("Russell Declaration") (Dkt. 45) filed on February 14,  
23 2020, the Collateral is worth only \$15,000.000.00. (Ralph Decl. ¶ 29, Exh. 13, Russell Decl., ¶ 8  
24 ["I believe all of the current Russell Property including the winery equipment and farm equipment  
25 are currently worth approximately \$15,000,000, which is approximately \$5,000,000 less than is  
26 allegedly owed to FCW."]). The "Russell Property" is defined in the Russell Declaration as  
27 Debtor's real property and improvements. (Ralph Decl. ¶ 29, Exh. 13, Russell Decl., ¶ 2.)

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**E. Relief From Stay and the Dismissal of Case No. 9:20-bk-10035-DS**

On March 3, 2020, FCW filed its lift stay motion in Russell's case (Dkt. 53). Russell initially opposed the motion (Dkt. 61), however, after discussions with Russell's counsel and Russell's loan broker, a fellow named Leroy "Lee" Coddington, Russell and FCW arrived at a stipulation for relief from stay. Under the stipulation, FCW agreed that, among other things, in exchange for relief from stay, it would forbear from foreclosing on the Real Property Collateral until July 24, 2020, and that if Russell paid FCW \$15.4 million on or before July 24, 2020, FCW would accept that figure in full satisfaction of its debt. (Ralph Decl. ¶ 16, Exh. 17.)

The Court approved the relief from stay stipulation, finding Russell had no equity in the Collateral and that the Collateral was not adequately protected, lifting the stay under both 11 U.S.C. §§ 362(d)(1) and (d)(2). As part of the lift stay stipulation, Rabbit Ridge and Russell's non-filing spouse agreed that if they filed for bankruptcy, it would be presumed that their case was filed in bad faith (Ralph Decl. ¶ 16, Exh. 17, at internal p.6 ¶ 7, and Exh. 18.)

Later on in the case, finding that Russell had violated court orders and sought to have his case dismissed following a request for relief from the automatic stay, the Court dismissed Russell's case and barred him from filing for bankruptcy again for 180 days. (Ralph Decl. ¶ 17, Exh. 19.)

**F. A Further Forbearance**

Following the dismissal of his bankruptcy, Russell, through his broker, Lee Coddington, requested an extension of the July 24, 2020 forbearance period. As an accommodation and in exchange for a forbearance fee of \$200,000, FCW agreed to extend the forbearance period until October 28, 2020. The foreclosure sale was continued to October 29, 2020. (Ralph Decl. ¶¶ 18-21, Exhs. 20, 21, 28, and 29; Reed Waddell Decl. ["Waddell Decl."] Decl. ¶¶ 4-5, Exhs. 28 and 29.)

With the foreclosure sale date approaching, Mr. Coddington requested another extension of the forbearance period. FCW declined the request. As the foreclosure sale date marched closer, FCW's communications to Mr. Coddington and Russell regarding the status of the payment to FCW went unanswered. (Ralph Decl. ¶ 22, Exh. 22.)

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**G. The Second Bankruptcy**

Finally, just thirty minutes before the foreclosure sale, Mr. Codding unexpectedly surfaced and advised FCW that:

We could not get funding finalized as per the deadline under Rabbit Ridge's current structure . . . The Russells have signed everything over to an LLC I have.

FCW next learned that an entity it had never heard of before called Northern Holdings, LLC, contacted the foreclosure trustee, claimed an interest in the Real Property Collateral, and asserted it had filed for bankruptcy and its bankruptcy filing stopped the sale. (Ralph Decl. ¶¶ 22-23, Exh. 23.)

Upon investigating the matter further, FCW found that three quitclaim deeds had been signed from Russell to Northern Holdings, LLC (the "Debtor") the day before the foreclosure sale. In reviewing the petition for the Debtor and the other case commencement documents, FCW learned that:

- The Debtor filed for bankruptcy within hours of the recording of the quitclaim deeds, on the eve of the foreclosure sale.
- The petition was a face sheet filing without schedules.
- Mr. Codding, *i.e.*, Mr. Russell's loan broker, signed the petition on behalf of the Debtor.
- Mr. Codding apparently completely owns the Debtor.
- Mr. Russell is listed as one of only six creditors of the Debtor with a large, unsecured claim.
- Mr. Codding flagrantly failed to report to the Court and creditors of this case's relationship with the prior Russell bankruptcy.
- Mr. Codding failed to list the County of San Luis Obispo which is owed millions of dollars in property taxes secured by the Real Property Collateral

(Ralph Decl. ¶¶ 25-27, Exhs. 24-25.)

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**H. Additional Lack of Adequate Protection**

To make matters worse, FCW's requests to the Debtor to account for its cash collateral have gone unheeded. (Ralph Decl. ¶ 28, Exh. 26.) This case is unfolding much like the Russell where FCW had to obtain a court order directing Russell to comply with his cash collateral obligations. In the meantime, FCW has also now learned that the County of San Luis Obispo is now owed \$3 million in property taxes, accruing interest at a rate in excess of 18% per annum and default penalties, and that it is noticed its own tax sale of the Real Property Collateral. (Waddel Decl. ¶ 3, Exhs. 14, 16, and 27.) Mr. Coddington has also apparently taken over FCW's guarantor, Rabbit Ridge, and is acting as, among other things, its Chief Executive Officer. (Exh. 29.)

**III. ARGUMENT**

**A. FCW is Entitled to Relief from Stay Because "Cause" Exists Under § 362(d)(1).**

Under § 362(d)(1) of the Bankruptcy Code, a bankruptcy court shall grant relief from the automatic stay "for cause." "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case by case basis." *MacDonald v. MacDonald (In re MacDonald)*, 755 F.2d 715, 717 (9th Cir. 1985).

Lack of adequate protection constitutes "cause" under § 362(d)(1). *Ellis v. Parr (In re Ellis)*, 60 B.R. 432, 435 (9th Cir. BAP 1985). An insufficient equity cushion may support a finding that a secured creditor is not adequately protected. *Pistole v. Mellor (In re Mellor)*, 734 F.2d 1396, 1401 (9th Cir. 1984).

The existence of bad faith in commencing a bankruptcy case constitutes cause for granting relief from the stay pursuant to § 362(d)(1). 3 COLLIER ON BANKRUPTCY ¶ 362.07[3][a] (Richard Levin & Henry J. Sommer, eds., 16th Ed.) (citing *In re Laguna Assoc. Ltd. Partnership*, 30 F.3d 734 (6th Cir. 1994); *In re Dixie Broadcasting, Inc.*, 871 F.2d 1023 (11th Cir. 1989)). A bankruptcy filing arising from a two-party dispute, while not constituting *per se* bad faith, will constitute bad faith where "it is an apparent two-party dispute that can be resolved outside of the Bankruptcy Court's jurisdiction." *Sullivan v. Harnisch (In re Sullivan)*, 522 B.R. 604, 616 (9th

1 Cir. BAP 2014) (quoting *Oasis at Wild Horse Ranch, LLC v. Sholes (In re Oasis at Wild Horse*  
2 *Ranch, LLC)*, 2011 WL 4502102, at \*10 (9th Cir. BAP Aug. 26, 2011) (citing *N. Cent. Dev. Co. v.*  
3 *Landmark Capital Co. (In re Landmark Capital Co.)*, 27 B.R. 273, 279 (Bankr. D. Ariz. 1983))).  
4 Hallmarks of a “bad faith” filing include, in pertinent part, no available sources of income to fund  
5 a plan of reorganization or fund adequate protection payments, few and small unsecured creditors,  
6 bankruptcy filed on eve of foreclosure after failing to obtain injunction in state court, and where  
7 bankruptcy offers little more than further delay. *In re Marsch*, 36 F.3d 825, 828 (9th Cir. 1994)  
8 (citing *In re Little Creek Dev. Co.*, 779 F.2d 1068, 1072-73 (5th Cir. 1986) other citations  
9 omitted).

10 Here, “cause” exists for the Court to grant relief from stay to FCW under § 362(d)(1) based  
11 upon lack of adequate protection and because this case was filed in “bad faith.” First, there is  
12 presently no equity cushion in the Collateral according to Russell. Further, this Court already  
13 found there is no equity in the Collateral as part of its prior relief from stay ruling, and the Debtor  
14 should be bound by the same result on collateral estoppel grounds and because the Debtor is a  
15 non-statutory insider of Russell. 11 U.S.C. § 101(31); see *In re Winstar Commc'ns Inc.*, 554 F.3d  
16 382 (3d Cir. 2009). And, FCW’s currently *undersecured* collateral position in the Real Property  
17 Collateral is eroding postpetition due to the accrual of *ad valorem* real property taxes. Not  
18 mention the fact that the Debtor is completely ignoring its cash collateral obligations to FCW, just  
19 like Mr. Russell did in his prior bankruptcy.

20 In addition, and as further “cause” for relief from stay, this case was filed in bad faith—on  
21 the day before the foreclosure sale was to occur. This is also the second case in the same year  
22 involving the same property where FCW previously obtained relief from stay. In addition, the  
23 prior bankruptcy case was filed the same day the Superior Court rejected Russell’s legal  
24 arguments for a preliminary injunction. There are only five unsecured creditors (one of which is  
25 an insider, Mr. Russell). FCW provided Russell with plenty of opportunities to cure the defaults,  
26 he received one form of forbearance or another since 2015, with the most recent forbearance  
27 expiring on October 28, 2020. Hence, this case has no chance of reorganizing and was filed  
28

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1 merely to delay FCW's foreclosure remedies.<sup>2</sup> Unless relief from stay is granted immediately,  
2 FCW will suffer irreparable harm as its secured property interests will be further eroded. Further,  
3 this case is just another extension of the two party dispute between FCW and Russell, and  
4 whatever delay tactic Russell and those working in concert with him can conjure up. Accordingly,  
5 "cause" exists sufficient to allow the Court to grant relief from stay.

6 **B. FCW is Also Entitled to Relief Under § 362(d)(2) Because There is No**  
7 **"Equity" in the Collateral and it is Not "Necessary for an Effective**  
8 **Reorganization" that is "In Prospect."**

9 Title 11 U.S.C. §362(d)(2) states, in pertinent part, that "the court shall grant relief from  
10 the stay . . . if—(A) the debtor does not have any equity in such property; and (B) such property is  
11 not necessary to effective reorganization." While the movant has the burden of establishing the  
12 lack of equity, the debtor has the burden to show "all other issues," including that the property is  
13 necessary to an effective reorganization. *See* 11 U.S.C. § 362(g). Property is necessary to an  
14 effective reorganization only where there is a "reasonable possibility of a successful  
15 reorganization within a reasonable time." *United Sav. Ass'n of Tex. v. Timbers of Inwood Forest*  
16 *Assoc.*, 484 U.S. 365, 376 (1988) (citation omitted).

17 There is no equity in the Collateral and there is no chance at a successful reorganization  
18 whatsoever here. Total liens on the Property are well over \$20 million and the Collateral is only  
19 worth \$15 million according to Mr. Russell, which the Court already previously found. The  
20 Debtor is bound by that ruling under collateral estoppel rules and because it is a non-statutory  
21 insider of Mr. Russell. In addition, the Debtor will be unable to demonstrate that the Collateral is  
22 "necessary for an effective reorganization" that is "in prospect." This case was filed on October  
23 28, 2020, the same day that an extension of an arm's length forbearance expired that was  
24 negotiated as part of a prior bankruptcy case affecting the same property. The Debtor owes over  
25 \$3 million in ad valorem real property taxes, which accrue interest at the statutory rate in excess of  
26 18% per annum.

27  
28 <sup>2</sup> Once schedules are actually filed, FCW reserves the right to augment the record and its  
argument on this score.

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For these reasons, FCW requests stay relief under § 362(d)(2).

**C. This Bankruptcy Was Filed as Part of a Scheme to Hinder, Delay, and Defraud FCW, Involving Both a Transfer of the Property and Multiple Bankruptcy Cases Affecting the Property**

Section 362(d)(4) provides, in pertinent part, that

(4) with respect to a stay of an act against real property under subsection (a), by a creditor whose claim is secured by an interest in such real property, if the court finds that the filing of the petition was part of a scheme to delay, hinder, or defraud creditors that involved either—

- (A) transfer of all or part ownership of, or other interest in, such real property without the consent of the secured creditor or court approval; or
- (B) multiple bankruptcy filings affecting such real property.

11 U.S.C. § 362(d)(4). *See also In re Dorsey*, 476 B.R. 261, 267 (Bankr. C.D. Cal. 2012) (citation omitted); COLLIER ON BANKRUPTCY, ¶ 362.07[6] (16th ed.) (citations omitted).

To obtain relief under § 362(d)(4), the court must find that three elements are present.

*First Yorkshire Holdings, Inc. v. Pacifica L 22, LLC (In re First Yorkshire Holdings, Inc.)*, 470 B.R. 864, 870 (B.A.P. 9th Cir. BAP 2012). First, the filing of the bankruptcy petition must have been part of a scheme.<sup>3</sup> Second, the object of the scheme must have been to delay, hinder, or defraud creditors. Third, the scheme must involve either (a) the transfer of some interest in the real property without the secured creditor's consent or court approval, or (b) multiple bankruptcy filings affecting the property. *Id.*

A “scheme” means “an intentional artful plot or plan to delay, hinder or defraud creditors.” *In re Duncan & Forbes Dev., Inc.*, 368 B.R. 27, 32 (Bankr. C.D. Cal. 2006) (citing Black’s Law Dictionary (8th ed. 2004)). “It is not common to have direct evidence of an artful plot or plan to deceive others.” *Id.* Section 362(d)(4) does not require that the debtor be a party to the scheme. If a an insider of the debtor engaged in the scheme, that showing is a sufficient basis for relief under § 362(d)(4). *Id.*

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<sup>3</sup> The Debtor’s actual participation in the “scheme” is not required for the movant to obtain relief under section 362(d)(4). *In re Vazquez*, 580 B.R. 526 (Bankr. C.D. Cal. 2017); *In re 4th Street East Investors, Inc.*, 474 B.R. 709, 710 (Bankr. C.D. Cal. 2012).

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“Delay” and “hinder” essentially mean the same thing: to stall a creditor from collecting on its debt. *Id.* at 34. Mere hindrance and delay occurs when a party simply acts to stall a foreclosure sale. *See In re Smith*, 395 B.R. 711, 719 (Bankr. D. Kan. 2008) (“There is no question that debtor intended to hinder delay...she conceded that she filed the present case to delay the sheriff’s sale.”) The term “defraud” contains more meaning, generally conveying a scheme to avoid paying creditors and is commonly proven by circumstantial evidence of the “badges of fraud.” *In re Duncan & Forbes Dev., Inc.*, 368 B.R. at 35.

The “badges of fraud” include:

- (1) a close relationship between the transferor and the transferee;
- (2) that the transfer was in anticipation of a pending suit;
- (3) that the transferor was insolvent or in poor financial condition at the time;
- (4) that all or substantially all of the transferor’s property was transferred;
- (5) that the transfer so completely depleted the transferor’s assets that the creditor has been hindered or delayed in recovering any part of the judgment; and
- (6) the transferor received inadequate consideration for the transfer.

*In re Woodfield*, 978 F.2d 516, 518 (9th Cir. 1992).

Moreover, when Congress constructed the “*in rem*” relief in § 362(d)(4) it was not writing a blank slate. For years before the enactment of BAPCPA courts fashioned “*in rem*” orders to curb abusive bankruptcy filings. *See, e.g., In re Fernandez*, 212 B.R. 361, 371 (Bankr. C.D. Cal. 1997) (“Otherwise, the bankruptcy process becomes a farce and parties to bankruptcy cases pursuing legitimate interests before the court will be put to a seemingly endless round of motions, based solely on a Lewis Carroll view of the working of the automatic stay and the workings of due process.”); *see also* Luis F. Chaves, *In Rem Bankruptcy Refiling Bars: Will They Stop Abuse of the Automatic Stay Against Mortgagees?*, 24 CAL. BANKR. J. NO. 1, p.3 (1998).

The abuses were only limited by imagination. *E.g., In re Duvar Apt.*, 205 B.R. 196 (B.A.P. 9th Cir. 1996) (highlighting the “new debtor syndrome”); *see also Final Report of the Bankruptcy Foreclosure Scam Task Force*, 32 LOY. L.A. L. REV. 1063, 1069-1073, 1092 (June 1999) (enumerating abuses like transfers of fractional interests and serial filings and

1 recommending a modification of § 362 as the ultimate fix). This history cannot be ignored. It  
2 “informs our understanding of the language of the [Bankruptcy] Code.” *Kelly v. Robinson*, 479  
3 U.S. 36, 44 (1986).

4 Here, the Debtor’s filing of the bankruptcy petition was part of the “scheme,” because the  
5 petition was used as part of a plan to delay and hinder FCW’s foreclosure sale by quitclaiming the  
6 Real Property Collateral to the Debtor and having the Debtor—an entity that FCW has never heard  
7 of or ever done business with before—on the eve of the foreclosure sale.

8 This was a continuation of a scheme, which involved the prior bankruptcy case of Russell.  
9 Each time the scheme involves the filing of a bankruptcy case with a face sheet filing when it is  
10 clear that all other avenues to block the foreclosure sale have been exhausted and that the  
11 foreclosure sale will proceed. Last time, it was the denial of Russell’s request for a preliminary  
12 injunction and this time it was the expiration of the forbearance.

13 In addition, Russell made the transfer in violation of its covenant to not to transfer any  
14 interest in the Real Property Collateral contained in the Deed of Trust. *See In re Duncan &*  
15 *Forbes Dev., Inc.*, 368 B.R. at 37 (“lenders frequently negotiate a right to approve any transfer or  
16 sale of the collateral. In such circumstance, § 362(d)(4) may properly authorize relief from stay if  
17 such approval is not obtained. . .”). These circumstances all indicate a plot to frustrate the  
18 foreclosure efforts. Notably, in inducing FCW to further forbear until October, 2020, Mr. Russell  
19 represented to FCW that he would “not ask for any additional extensions or take any further  
20 actions to stop the foreclosure if FCW does not receive the \$15.4 million.” (Waddell Decl. ¶ 5,  
21 Exh. 29.)

22 Movant has also clearly been defrauded. Almost all of the badges of fraud are present.  
23 (A) There is a close relationship between the transferor and the transferee – Russell transferred the  
24 real property from himself to a company that his loan broker owns and the loan broker was  
25 *extensively* involved in negotiating the terms of the forbearance and the payoff. Indeed, the  
26 transferee is a non-statutory insider of Russell.

27 (B) The transfer was made in anticipation of creditor action. The Borrowers previously  
28 defaulted on the loans years ago and the filing occurred on the eve of the foreclosure sale. *See In*

1 *re Woodfield*, 978 F.2d at 519 (“The Debtors concededly were trying to...prevent seizure of  
2 assets.”).

3 (C) The transferor was insolvent or in poor financial condition. Russell made judicial  
4 admissions that the Collateral was only worth \$15 million, which the Court adopted in making  
5 its lift stay ruling. Russell's debts, on the other hand, now exceed \$20 million. *See id.* (“The  
6 partnership was admittedly in poor financial condition at the time, having defaulted on several  
7 obligations.”).

8 (D) The transferor hindered or delayed the creditor from its recovery as a result of the  
9 transfer. Movant discussed this issue above. *See also id.* (“They omitted the transfers from their  
10 statement of financial affairs in bankruptcy.”).

11 (E) The transferor received inadequate consideration for the transfer. According to the List  
12 of 20 Largest Unsecured Creditors, Russell is owed over \$6 million by the Debtor. Hence, it looks  
13 like Russell received nothing in terms of money or money's worth.

14 Finally, this scheme involved both the fraudulent transfer of the Real Property Collateral  
15 without FCW's consent or court approval (§ 362(d)(4)(A)), and two bankruptcy cases affecting  
16 the Russell Property Collateral (*i.e.*, the Russell bankruptcy case and the instant case)  
17 (§ 362(d)(4)(B)).

18 For these reasons, FCW is entitled to *in rem* stay relief under section 362(d)(4).

19 **D. The Court Should Waive Federal Rule of Bankruptcy Procedure 4001(a)(3)**

20 Federal Rule of Bankruptcy Procedure, Rule 4001(a)(3) provides that “An order granting a  
21 motion for relief from an automatic stay made in accordance with Rule 4001(a)(1) is stayed until  
22 the expiration of 14 days after the entry of the order, unless the court orders otherwise.” Fed. R.  
23 Bankr. P. 4001(a)(3).

24 Good cause exists for the Court to waive the 14-day stay imposed by Rule 4001(a)(3). In  
25 particular, the stay causes unnecessary delay, preventing FCW from immediately exercising its  
26 non-bankruptcy law remedies. Such delay is prejudicial to FCW and completely unnecessary.  
27 Given the bad faith scheme to hinder, delay, and defraud FCW, the 14-day stay should be waived  
28 to prevent further continuing prejudice to FCW due to delay.



1 **IV. CONCLUSION**

2 WHEREFORE, FCW requests that the Court granting the Motion and allow it to proceed  
3 with its non-bankruptcy law remedies with respect to the Collateral.

4  
5 DATED: November 5, 2020

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8  
9

10  
11 **UNITED STATES BANKRUPTCY COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **SANTA ANA DIVISION**

14 In re  
15 NORTHERN HOLDINGS, LLC,  
16 Debtor

Case No. 8:20-bk-13014-MW

Chapter 11

17 **SUPPLEMENTAL DECLARATION OF**  
18 **KEVIN E. RALPH IN SUPPORT OF**  
19 **FARM CREDIT WEST, FLCA'S MOTION**  
20 **FOR RELIEF FROM AUTOMATIC STAY**

21 Date: November 30, 2020  
22 Time: 9:00 a.m.  
23 Place: Courtroom 6C  
United States Bankruptcy Court  
411 W. Fourth Street  
Santa Ana, CA 92701

Hon. Mark S. Wallace

1 I, Kevin E. Ralph, declare:

2 1. I am employed by Farm Credit West, FLCA ("FCW") in the capacity of Executive  
3 Vice President, Administrative Services at its offices located in Rocklin, California. I have  
4 personal knowledge of the facts set forth herein, which are known by me to be true and correct,  
5 and if called as a witness, I could and would competently testify thereto. This declaration is  
6 submitted in support of FCW's Motion for Relief from the Automatic Stay ("Motion"), seeking  
7 relief from the automatic stay in the instant bankruptcy case of Northern Holdings, LLC  
8 ("Debtor").

9 **Custodian Of Records**

10 2. I am one of the persons charged with the responsibility for the administration,  
11 monitoring, and collection of the loan obligations of Erich Lee Russell ("Borrower") to FCW. I  
12 am required to know and, in fact, am familiar with the jobs of the FCW's employees and the  
13 methods they use in making bookkeeping entries and maintaining the records for which I am  
14 ultimately responsible. I am one of the custodians of the books, records, and files of FCW that  
15 pertain to the Loans made by FCW to the Borrower. I have personally worked on the books,  
16 records, and files, and as to the following facts, I know them to be true of my own knowledge or I  
17 have gained knowledge of them from the business records of FCW, which were made at or about  
18 the time of the events recorded, and which are maintained in the ordinary course of FCW's  
19 business at or near the time of the acts, conditions, or events to which they relate. Any such  
20 document was prepared in the ordinary course of business of FCW by a person who had personal  
21 knowledge of the event being recorded and had or has a business duty to record accurately such  
22 event.

23 **The Loan Documents**

24 **A. Loan 1**

25 3. On or about March 5, 2007, FCW made a \$17,500,000.00 loan to the Borrower  
26 ("Loan 1"). Loan 1 is evidenced by a Promissory Note and Loan Agreement ("Note 1") in the  
27 amount of \$17,500,000.00, which the Borrower and Joanne Russell ("J. Russell" and together with  
28 Borrower, "Borrowers") executed and delivered to FCW. Note 1 reflects a March 1, 2037,

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1 maturity date. A true and correct copy of Note 1 is attached as **Exhibit 1** to the Motion.

2 4. Note 1 is secured by a deed of trust and assignment of rents ("Deed of Trust"),  
3 which the Borrower executed and delivered to FCW on or about March 5, 2007. The Deed of  
4 Trust was recorded in the San Luis Obispo County Recorder's Office on March 23, 2007, as  
5 instrument number 2007019418, against the Borrower's real property located in San Luis Obispo  
6 County: Parcel A (APN 026,342,039); Parcel A-1, Parcel A-2, Parcel B (APN: 026,021,070),  
7 Parcel C (APN: 027,145,022), Parcel C-1, Parcel D (APN: 026,104,011), Parcel E (APN:  
8 014,311,014), Parcel E-1; and the following real property located in Sonoma County: Parcel One  
9 and Parcel Two (APN: 110-070-026-000) (collectively, "Real Property Collateral"), creating a  
10 first-position lien on the Real Property Collateral. A true and correct copy of the Deed of Trust is  
11 attached as **Exhibit 2** to the Motion. FCW's lien on certain parcels were reconveyed thereafter.<sup>1</sup>

12 5. As additional security for Note 1, on or about March 5, 2007, the Borrowers and  
13 Rabbit Ridge Wine Sales, Inc., a California corporation ("Rabbit Ridge"), executed and delivered  
14 to FCW a security agreement ("Security Agreement"), granting FCW a security interest on all  
15 existing and after-acquired goods, farm products, inventory, bulk and cased wine inventory,  
16 accounts, general intangibles, equipment, and proceeds thereof, including fixtures on certain real  
17 property more particularly described in the Security Agreement ("Personal Property Collateral"  
18 and together with Real Property Collateral, "Collateral"). A true and correct copy of the Security  
19 Agreement is attached as **Exhibit 3** to the Motion.

20 6. On or about March 5, 2007, Rabbit Ridge entered into a Continuing Guaranty  
21 ("Rabbit Ridge Guaranty"), whereby it unconditionally and irrevocably guaranteed Borrowers'  
22 payment and performance obligations to FCW, as set forth in more detail therein. A true and  
23 correct copy of the Rabbit Ridge Guaranty is attached as **Exhibit 4** to the Motion.

24  
25  
26 <sup>1</sup> On September 8, 2011, FCW recorded a Deed of Partial Reconveyance in the San Luis  
27 Obispo County Recorder's Office, reconveying Parcel E and Parcel E-1. On September 7, 2017,  
28 FCW recorded a Deed of Partial Reconveyance in the San Luis Obispo County Recorder's Office,  
and a Deed of Reconveyance in the Sonoma County Recorder's Office, reconveying Parcel One  
and Parcel Two. On June 20, 2019, FCW recorded a Deed of Partial Reconveyance in the San  
Luis Obispo County Recorder's Office, reconveying "Parcel B" (APN: 026,021,070).

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7. On April 6, 2004, FCW filed a UCC-1 financing statement with the California Secretary of State, perfecting its security interest in the Personal Property Collateral, which filing was assigned filing number 0410760031 ("UCC-1"). Copies of the UCC-1 and its amendments and continuation statements are collectively attached as **Exhibit 5** to the Motion.

**B. Loan 2**

8. On or about January 15, 2009, FCW made a further advance of \$3,525,000.00 ("Loan 2") to the Borrowers. Loan 2 is evidenced by a Promissory Note and Loan Agreement ("Note 2") dated January 15, 2009, executed by the Borrowers and delivered to FCW. Note 2 reflects a January 1, 2029, maturity date. A true and correct copy of Note 2 is attached as **Exhibit 6** to the Motion. The Borrowers each also executed and delivered to FCW a Notice of Advance Under Deed of Trust ("Notice of Advance"), which constituted an advance secured by the Deed of Trust, which Notice of Advance was recorded on February 6, 2009, in the San Luis Obispo County Recorder's Office, assigned document number 2009-005727. A true and correct copy of the Notice of Advance is attached as **Exhibit 7** to the Motion.

**The Workouts and the Foreclosure**

9. The Borrowers later defaulted on their loan obligations to FCW, resulting in the Borrowers and FCW entering into four separate Loan Restructure and Workout Agreements. The fourth such workout agreement ("Fourth Workout") was entered into between the Borrowers and FCW on or about March 11, 2015, and entailed forbearance by FCW along with the sale of certain real property collateral. A true and correct copy of the Fourth Workout is attached as **Exhibit 8** to the Motion.

10. On or about December 9, 2015, the Borrowers and FCW entered into the First Amendment to the Fourth Workout, which entailed further forbearance by FCW as well as payments by the Borrowers and the sale of certain real estate to pay down FCW's delinquent debt ("First Amendment to Fourth Workout"). A true and correct copy of the First Amendment to Fourth Workout is attached as **Exhibit 9** to the Motion.

11. The Borrowers further defaulted on their obligations, and on June 12, 2017, FCW recorded a Notice of Default ("NOD"). A true and correct copy of the NOD is attached as

**Exhibit 10** to the Motion.

12. On October 2, 2019, after years of workout attempts, FCW recorded its notice of sale ("NOTS") regarding its Real Property Collateral secured by the Deed of Trust. A true and correct copy of the NOTS is attached as **Exhibit 11** to the Motion.

13. Next, the Borrower filed a complaint against FCW in the San Luis Obispo Superior Court, obtaining a temporary restraining order to halt FCW's non-judicial foreclosure sale. Later, Borrower sought a preliminary injunction in Superior Court, which was denied on January 10, 2020. Attached as **Exhibit 12** to the Motion is a true and correct copy of the Superior Court's order denying the request for a preliminary injunction.

#### **The First Bankruptcy**

14. On January 10, 2020, the same day that the Borrower's preliminary injunction was denied by the state court, the Borrower filed a voluntary chapter 11 bankruptcy petition, commencing: *In re: Erich Lee Russell*, U.S.B.C. (C.D. Cal.) Case No: 9:20-bk-10035-DS ("First Case"), before the Honorable Deborah J. Saltzman in this Court's Northern Division. The petition was a face-filing, lacking any schedules or a statement of financial affairs. The Borrower later filed Bankruptcy Schedules disclosing only four creditors, including FCW. Attached as **Exhibit 15** to the Motion are true and correct copies of the Borrower's bankruptcy petition and his Bankruptcy Schedules along with his Statement of Financial Affairs.

#### **Amounts Owed**

15. As of January 10, 2020, FCW was owed not less than \$19,040,509.25 composed of the following:

- a. Principal (Loan 1) in an amount not less than \$12,764,541.01; plus
- b. Interest in an amount not less than \$2,254,852.80; plus
- c. Fees in an amount not less than \$822,768.62; plus
- d. Principal (Loan 2) in an amount not less than \$2,548,948.76; plus
- e. Interest in an amount not less than \$426,787.47; plus
- f. Fees in an amount not less than \$186,224.87; plus
- g. Attorneys' fees and cost in an amount not less than \$35,113.63, plus interest

1 on those fees of \$1,272.09; plus

2 h. Additional interest, late fees, other fees, and attorneys' fees and costs in  
3 amounts according to proof.<sup>2</sup>

4 **Relief From Stay**

5 16. In the First Case, FCW filed a motion for relief from the automatic stay. The  
6 Borrower stipulated to stay relief under certain conditions, including that foreclosure sale would  
7 not be held until at least July 24, 2020. In exchange, during that time, the Borrower had the  
8 opportunity to pay FCW's loan off at the discounted amount of \$15.4 million. A true and correct  
9 copy of the relief from stay stipulation in the First Case is attached as **Exhibit 17** to the Motion.  
10 The Bankruptcy Court approved the stipulation and granted FCW relief from the automatic stay  
11 under 11 U.S.C. § 362(d)(1) and (d)(2). A true and correct copy of the relief from stay order in the  
12 First Case is attached as **Exhibit 18** to the Motion.

13 17. During the First Case, the Bankruptcy Court ultimately dismissed the case on the  
14 Motion of the United States Trustee, with a 180-day bar on the Borrower re-filing under 11 U.S.C.  
15 § 109(g)(1) and (g)(2). A true and correct copy of the Dismissal Order, with a 180-day bar refile  
16 based on findings related to 11 U.S.C. §, 109(g)(1) and (g)(2) issued in the First Case is attached  
17 as **Exhibit 19** to the Motion.

18 **Subsequent Events**

19 18. Following the dismissal of the First Case, and as the July 24, 2020 expiration of the  
20 Forbearance Period approved in Judge Saltzman's relief from stay Order (Exhibit 18) approached,  
21 Borrower requested that FCW again forbear from foreclosing on its collateral until October 28,  
22 2020 so that Borrower could again try to arrange funding to pay its obligations to FCW at the  
23 \$15.4 Million "discounted" figure. In exchange for, among other things, a forbearance fee of  
24 \$200,000, FCW consented to the request and agreed that during that time, the Borrower once  
25 again had the opportunity to pay FCW's loan off at the discounted amount of \$15.4 million. The  
26 agreement was memorialized pursuant to a Forbearance Agreement between FCW, the Borrowers,

27 \_\_\_\_\_  
28 <sup>2</sup> At this point, as of October 29, 2020, because of accruing interest, fees, and costs, FCW  
is actually owed over \$19.75 million.

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1 and Rabbit Ridge dated July 28, 2020. A true and correct copy of the Forbearance Agreement is  
2 attached as **Exhibit 20** to the Motion. Once the conditions precedent required in the Forbearance  
3 Agreement occurred, FCW continued the trustee's sale to October 29, 2020.

4 19. Dating back several years, (*i.e.* prior to and during the Borrower's First Case, and  
5 continuing through the week the Petition was filed in this case, the Borrower was always  
6 "represented by" a gentlemen named Lee Codding, who was known to me as the Borrower's real  
7 estate and loan "agent," who was authorized to structure and negotiate, and who did attempt to  
8 structure and negotiate, on Borrower's behalf, several of the various forbearance arrangements  
9 and/or discounted payoff arrangements that Borrower sought to negotiate with FCW from time to  
10 time. With Borrower's express and implied authorization (and with the express authorization of  
11 Borrower's bankruptcy counsel in the First Case), I have negotiated with, discussed, obtained  
12 information from and other wise "dealt with," Mr. Codding on Borrower's behalf on numerous  
13 occasions over a period of several years, involving a number of different business scenarios  
14 involving the Borrower and his defaulted obligations to FCW, including the July 28, 2020,  
15 Forbearance Agreement. Attached as **Exhibit 21** to the Motion are true and correct copies of  
16 some of my email correspondence with Mr. Codding (and said email's attachments) that was  
17 exchanged in July of 2019, prior to the filing of the First Case.

18 20. During the pendency of the First Case, Mr. Codding's involvement as an agent,  
19 representative and broker for Borrower continued without interruption. As detailed more  
20 specifically in **Exhibit 28** incorporated into the Motion via the Declaration of Reed S. Waddell  
21 (counsel for FCW) filed herewith, is the email confirmation by Borrower's bankruptcy counsel in  
22 the First Case advising that Mr. Codding was authorized to speak on Borrower's behalf regarding  
23 the then pending forbearance/payoff transaction with FCW then being discussed, and confirming  
24 that Mr. Codding was, indeed, the best resource for FCW to deal with resolving the issues facing  
25 the Borrower with respect to FCW's collateral, then pending at that time.

26 21. Once the First Case was dismissed, Mr. Codding was also involved in the  
27 negotiations and discussions leading up to the execution of the Forbearance Agreement. As  
28 detailed more specifically in **Exhibit 29** incorporated into the Motion via the Declaration of Reed



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1 S. Waddell are emails with Borrower's bankruptcy counsel, on which Mr. Coddington was copied,  
2 wherein the Borrower tried to alter the terms of the potential forbearance shortly before the  
3 foreclosure sale set for late July, 2020.

4 22. As the October 29, 2020 payoff deadline in the Forbearance Agreement approached  
5 I received fewer and fewer communications from Mr. Coddington. My emails effectively went  
6 unanswered as to whether or not the Borrower would be able to close the \$15.4 million pay off by  
7 October 28, 2020. Attached as **Exhibit 22** to the Motion are true and correct copies of some of  
8 my email correspondence with Mr. Coddington in the days just prior to the October 29, 2020  
9 scheduled foreclosure sale.

10 23. Finally, out of the blue, at 10:29 a.m. on October 29, 2020 the morning of the long-  
11 scheduled foreclosure sale, just thirty-one minutes before FCW's scheduled foreclosure sale, I  
12 received an email from Mr. Coddington telling me (the emphasis being mine):

13 We could not get funding finalized as per the deadline under Rabbit Ridge's current  
14 structure . . . The Russells have signed everything over to an LLC I have. (emphasis  
15 added).

16 A true and correct copy of Mr. Coddington's October 29, 2020 email is attached as **Exhibit 23**.

17 24. In the morning of October 29, 2020, I also learned via a telephone call from the  
18 foreclosure trustee's sale agent, that an entity I had never heard of before called Northern  
19 Holdings, LLC was claiming that it had filed for chapter 11 and that its automatic stay prevented  
20 FCW's foreclosure sale from proceeding. After briefly discussing FCW's options with counsel  
21 with respect to this new entity and its "surprise" claim of an ownership interest in the Real Property  
22 Collateral, I determined that FCW had no choice but to postpone the foreclosure sale scheduled to  
23 take place only minutes later.

#### 24 **The Second Bankruptcy**

25 25. After learning of the bankruptcy filing, I was able to obtain copies of three  
26 Quitclaim Deeds purporting to transfer title to the Real Property Collateral from the Borrower to  
27 the Debtor. True and correct copies of the recorded versions of the three Quitclaim Deeds that I  
28

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received are collectively attached as **Exhibit 24**. The Quitclaim Deeds were recorded on October 28, 2020, the day before FCW's scheduled foreclosure sale.

26. FCW's counsel provided me with the bankruptcy petition for the Debtor prior to the scheduled 11:00 a.m. sale. In reviewing the petition and the case commencement documents that went along with the petition (there were no Bankruptcy Schedules), I learned that the Debtor filed for bankruptcy on October 28, 2020, the same day on which the Quitclaim Deeds were recorded. True and correct copies of the Debtor's bankruptcy petition and case commencement documents are attached as **Exhibit 25**.

27. I also learned from List of Equity Security Holders included in Exhibit 25, that Mr. Coddington, the Borrower's real estate loan broker and agent, claims to own 100% of the Debtor and that he signed the petition on behalf of the Debtor, but he utterly failed to disclose the First Case to the Court and to creditors. According to the List of 20 Largest Unsecured Creditors included in Exhibit 25, the Debtor also owes the Borrower over \$6 million. From the mailing matrix included with the petition, FCW was only listed as one of six creditors of the Debtor.

28. Further, immediately upon learning of the bankruptcy filing by the Debtor, FCW's counsel demanded an accounting of FCW's cash collateral because, among other things, Mr. Coddington said the "Russells have signed everything over to an LLC I have." To date, FCW has not received any accounting whatsoever for its cash collateral. A true and correct copy of the accounting demand is attached as **Exhibit 26**.

#### Value of Collateral

29. In the First Case, the Borrower filed a declaration on February 14, 2020, in Response to Farm Credit West Motion re Use, Accounting and Control of Cash Collateral ("Russell Declaration") (Dkt. 45). In particular, at Paragraph 8 of the Russell Declaration, Borrower stated that "I believe all of the current Russell Property including the winery equipment and farm equipment are currently worth approximately \$15,000,000, which is approximately \$5,000,000 less than is allegedly owed to FCW." Russell Decl., ¶ 8. The "Russell Property" is defined in the Russell Declaration as Borrower's real property and improvements. Russell Decl., ¶ 2. For the purposes of the Motion to satisfy 11 U.S.C. § 362(g)(1) only, FCW adopts

1 Borrower's \$15 million valuation of the Collateral, which the Bankruptcy Court already also  
2 adopted in granting FCW relief from the automatic stay in the First Case. A true and correct copy  
3 of the Russell Declaration is attached as **Exhibit 13**.

4 **Lack of Equity in Collateral**

5 30. Based on Borrower's sworn statements and admissions regarding the value of the  
6 Collateral, which the Court adopted in its earlier relief from stay ruling, and in comparison to the  
7 outstanding amounts owed to FCW by Borrower, there is no equity in the Collateral.

8 **Postpetition Diminution in FCW's Collateral Position**

9 31. There is no equity cushion protecting against postpetition erosion of FCW's  
10 collateral position and secured property interests in the Real Property Collateral. Since the filing  
11 of the bankruptcy petition, (a) upon information and belief, the Personal Property Collateral is  
12 depreciating and will continue to depreciate from Debtor and/or Borrower's unauthorized use of  
13 same, and (b) based on my review of the Declaration of Reed S. Waddell (FCW's counsel in both  
14 the First Case and in this case), the delinquent ad valorem real property taxes outstanding on the  
15 Real Property Collateral, which are secured by senior liens, currently total more than \$3.2 million  
16 and continue accruing additional interest and penalties at more than 18% per annum under  
17 applicable state law.

18 I declare under penalty of perjury under the laws of the United States of America that the  
19 foregoing is true and correct, and that this Declaration was executed on this 6th day of November,  
20 2020, at Rocklin, California.

21  
22   
23 Kevin E. Ralph

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FARM CREDIT WEST, FLCA  
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10 **UNITED STATES BANKRUPTCY COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
12 **SANTA ANA DIVISION**  
13

14 In re  
15 NORTHERN HOLDINGS, LLC,  
16 Debtor  
17

Case No. 8:20-bk-13014-MW

Chapter 11

**DECLARATION OF REED S. WADDELL  
IN SUPPORT OF FARM CREDIT WEST,  
FLCA'S MOTION FOR RELIEF FROM  
AUTOMATIC STAY**

19 Date: November 30, 2020  
20 Time: 9:00 a.m.  
21 Place: Courtroom 6C  
United States Bankruptcy Court  
411 W. Fourth Street  
Santa Ana, CA 92701

22  
23 Hon. Mark S. Wallace  
24  
25  
26  
27  
28

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1 I, Reed S. Waddell, declare and state that:

2 1. I am Of Counsel to Frandzel Robins Bloom & Csato, L.C., counsel of record to  
3 Farm Credit West, FLCA ("FCW"), secured creditor in the instant bankruptcy case. I am duly  
4 licensed to practice law in the State of California, and have been admitted to, *inter alia*, all of the  
5 U.S. District Courts, and U.S. Bankruptcy Courts located within the State of California, including  
6 this Court. Except for any matters asserted below on information and belief (and of which I am  
7 informed and believe are true), I have personal knowledge of the facts set forth herein, which are  
8 known by me to be true and correct. If called upon as a witness, I could and would competently  
9 testify as to such matters. This declaration is submitted in support of FCW's Motion for Relief  
10 From the Automatic Stay filed concurrently herewith (the "Motion").]

11 2. On November 3, 2020, I contacted the San Luis Obispo County's Auditor-  
12 Controller / Tax Collector-Assessor's Office (the "County") by telephone to discuss the delinquent  
13 ad valorem real property taxes due on the real property quitclaimed by Mr. Erich Russell to  
14 Northern Holdings, LLC (the "Debtor") on which FCW holds a valid and perfected first priority  
15 Deed of Trust (the "Quitclaimed Property"). I spoke with a Ms. Aldrich, who I later learned holds  
16 the title of "Payment Processing Specialist" with the County, and asked her to provide me with  
17 publicly available information as to delinquent ad valorem real property taxes due on the  
18 Quitclaimed Property. Ms. Aldrich indicated she was "generally familiar" with Mr. Russell's  
19 significant property tax delinquencies, but indicated she had not been made aware of either Mr.  
20 Russell's quit claim deeds transferring his properties to the Debtor, or the Debtor's corresponding  
21 bankruptcy filing.

22 3. Ms. Aldrich then took a few minutes to research the "primary" Assessor's Parcel  
23 Number ("APN") [APN No. 026-104-001] associated with the Quitclaimed Properties, and  
24 advised me of, and provided me with, the following:

25 (i) Notice to Sell – Ms. Aldrich advised that outstanding and unpaid property  
26 taxes on the Quitclaimed Property are delinquent dating back to 2009, causing the County  
27 to record its *Notice of Power To Sell Tax Defaulted Property* (the "Notice to Sell") in the  
28 Official Records of San Luis Obispo as Instrument No. 2020-58805, on October 20, 2020.

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1 A true and correct copy of the Notice to Sell is attached as **Exhibit 14** to the Motion, and  
2 incorporated herein by reference.

3 (ii) Current Property Taxes - The 2020-2021 (current) fiscal year property taxes  
4 due on the Quitclaimed Property are \$110,144.80, divided into two equal installments, due  
5 November 1, 2020 and February 1, 2021, respectively. A true and correct copy of *Secured*  
6 *Property Tax Details* report prepared by the County Assessor's Office and transmitted to  
7 me by Ms. Aldrich via email on November 3, 2020, is attached as **Exhibit 27** to the  
8 Motion, and incorporated herein by reference; and

9 (iii) Delinquent Property Taxes – Real property taxes with respect to the  
10 Quitclaimed Property are delinquent from 2009 through the present date, and require an  
11 immediate payment of \$3,076,695.67 (the "Redemption Amount") to be made to the  
12 County in order for said property to be redeemed from the Notice to Sell. Attached as  
13 **Exhibit 16** to the Motion, and incorporated herein by reference is a true and correct copy  
14 of the *Redemption Details*, prepared by the County and transmitted to me by Ms. Aldrich  
15 by email on November 3, 2020, which details the more than \$3 million in delinquent  
16 property tax assessments and associated penalties now encumbering Quitclaimed Property  
17 in the amount set forth above, which under state law continue to accrue interest and  
18 penalties at 18% per annum with a lien priority higher than the "first priority" lien of  
19 FCW's Deed of Trust.

20 4. Additionally, I represented FCW in the chapter 11 bankruptcy known as *In re:*  
21 *Erich Lee Russell*, U.S.B.C. (C.D. Cal.) Case No: 9:20-bk-10035-DS ("First Case"). In March of  
22 2020, during the pendency of the First Case, FCW was contacted directly by a Mr. Lee Coddington, a  
23 gentleman known to FCW as a real estate and loan broker who had in the past represented Mr.  
24 Russell in negotiations with FCW and others over possible forbearance, restructure and/or payoff  
25 deals involving FCW's real and personal property collateral. Because Mr. Coddington was not at that  
26 time approved by the Court as a professional of Mr. Russell's estate, I asked Mr. Russell's  
27 bankruptcy counsel in the First Case, Kari A. Ley, Esq., as to Mr. Coddington's "bona fides" and  
28 authority to negotiate for Mr. Russell with respect to Mr. Russell's obligations to FCW and FCW's

5. After the First Case was dismissed, Mr. Russell requested another forbearance beyond what was contemplated by the relief from stay stipulation approved by the Court in the First Case. FCW conveyed to Mr. Russell that it would be willing to provide a 90 day forbearance, on the same conditions as the relief from stay stipulation, in exchange for a fee of \$200,000. As the foreclosure sale approached, Mr. Russell tried to negotiate a different deal, but FCW's position remained firm and ultimately Mr. Russell, his spouse, and Rabbit Ridge, Inc., accepted those terms. Attached as **Exhibit 29** to the Motion is true and correct copies of an email exchange between FCW and Mr. Ley (Mr. Russell's bankruptcy counsel) from July 27, 2020, on which I and Mr. Codding were copied, dealing with the forbearance requested in July, 2020. As part of those discussions, Mr. Russell, *i.e.*, Mr. Codding's principal in the matter, represented that he "agrees and stipulates that he will not ask for any additional extensions or take any further actions to stop the foreclosure if FCW does not receive the \$15.4 million as provided in paragraph 4 of the Stipulation by the end of the extension to October 28, 2020" (the emphasis being mine).

/s/ Reed S. Waddell  
Reed S. Waddell

1 Michael J. Gomez (State Bar No. 251571)  
mgomez@frandzel.com  
2 Reed S. Waddell (State Bar No. 106644)  
rwaddell@frandzel.com  
3 Gerrick M. Warrington (State Bar No. 294890)  
gwarrington@frandzel.com  
4 FRANDZEL ROBINS BLOOM & CSATO, L.C.  
1000 Wilshire Boulevard, Nineteenth Floor  
5 Los Angeles, California 90017-2427  
Telephone: (323) 852-1000  
6 Facsimile: (323) 651-2577

7 Attorneys for Secured Creditor  
FARM CREDIT WEST, FLCA  
8  
9  
10

11 **UNITED STATES BANKRUPTCY COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **SANTA ANA DIVISION**

14 In re  
15 NORTHERN HOLDINGS, LLC,  
16 Debtor.  
17  
18  
19

Case No. 8:20-bk-13014-MW

Chapter 11

**REQUEST FOR JUDICIAL NOTICE IN  
SUPPORT OF FARM CREDIT WEST,  
FLCA'S MOTION FOR RELIEF FROM  
AUTOMATIC STAY**

Date: November 30, 2020

Time: 9:00 a.m.

Place: Courtroom 6C  
United States Bankruptcy Court  
411 W. Fourth Street  
Santa Ana, CA 92701

Hon. Mark S. Wallace



FRANZEL ROBINS BLOOM & CSATO, L.C.  
1000 WILSHIRE BOULEVARD, NINETEENTH FLOOR  
LOS ANGELES, CALIFORNIA 90017-2427  
(323) 852-1000

**TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY  
JUDGE:**

Farm Credit West, FLCA ("FCW") respectfully requests that the Court take judicial notice of the following documents pursuant to Federal Rule of Evidence 201:

1. Ruling on Motion for Preliminary Injunction entered on January 10, 2020, in San Luis Obispo Superior Court, a true and correct copy of which is attached as **Exhibit 12**.
2. Declaration of Erich Russell in Response to Farm Credit West Motion re Use, Accounting and Control of Cash Collateral filed on February 14, 2020, from Case No. 9:20-bk-10035-DS, Docket Number 45, a true and correct copy of which is attached as **Exhibit 13**.
3. Notice of Power to Sell Tax Defaulted Property, recorded with the County Recorder's Office for San Luis Obispo County, a true and correct copy of which is attached as **Exhibit 14**.
4. The Voluntary Petition, Bankruptcy Schedules, and Statement of Financial Affairs from Case No. 9:20-bk-10035-DS, true and correct copies of which is attached as **Exhibit 15**.
5. The Relief from Stay Stipulation from Case No. 9:20-bk-10035-DS, Docket Number 75, a true and correct copy of which is attached as **Exhibit 17**.
6. The Relief from Stay Order from Case No. 9:20-bk-10035-DS, Docket Number 80, a true and correct copy of which is attached as **Exhibit 18**.
7. The Order Dismissing Case No. 9:20-bk-10035-DS, Docket Number 107, a true and correct copy of which is attached as **Exhibit 19**.
8. Quitclaim Deeds recorded with the County Recorder's Office for San Luis Obispo County, copies of which are attached as **Exhibit 24**.
9. The Voluntary Petition, List of 20 Largest Unsecured Creditors, List of Equity Security Holders, and Mailing Matrix in this case, Docket Number 1, a true and correct copy is attached as **Exhibit 25**.

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1 10. FCW's Notice of Continuation of Perfection of Security Interests, Demand for  
2 Adequate Protection; and Demand of Sequestration of Cash Collateral Pursuant to 11 U.S.C. §§  
3 362(b)(3), 363(c)(4), 363(e), 546(b), and 552(b) filed in this case, Docket Number 5, a true and  
4 correct copy of which is attached as **Exhibit 26**.

5 11. Statement of Information for Rabbit Ridge Wine Sales, Inc. filed with the  
6 California Secretary of State on or about October 27, 2020, a copy of which is attached as **Exhibit**  
7 **30**.

8  
9  
10 DATED: November 5, 2020

FRANDZEL ROBINS BLOOM & CSATO, L.C.  
MICHAEL J. GOMEZ  
REED S. WADDELL  
GERRICK M. WARRINGTON

11  
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14 By: /s/ Michael J. Gomez  
15 MICHAEL J. GOMEZ  
16 Attorneys for Secured Creditor  
17 FARM CREDIT WEST, FLCA  
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FRANDZEL ROBINS BLOOM & CSATO, L.C.  
1000 WILSHIRE BOULEVARD, NINETEENTH FLOOR  
LOS ANGELES, CALIFORNIA 90017-2427  
(323) 852-1000

**Exhibit "E"**

**PlnDue, DsclsDue, BARDEBTOR, RestrictedDISMISSED, CLOSED**

**U.S. Bankruptcy Court  
Central District of California (Santa Barbara)  
Bankruptcy Petition #: 9:20-bk-10035-DS**

*Assigned to:* Deborah J. Saltzman  
Chapter 11  
Voluntary  
Asset

*Date filed:* 01/10/2020  
*Date terminated:* 06/19/2020  
*Debtor dismissed:* 06/04/2020  
*341 meeting:* 04/23/2020  
*Deadline for objecting to discharge:* 04/13/2020

*Debtor disposition:* Dismissed for Abuse

***Debtor***

**Erich Lee Russell**  
2380 Live Oak Road  
Paso Robles, CA 93446  
SAN LUIS OBISPO-CA  
SSN / ITIN: xxx-xx-1147  
***dba Russell Family Farms***

represented by **Kari L Ley**

Law Offices of Kari L. Ley  
264 Clovis Ave, Ste 208  
Clovis, CA 93612  
559-324-6545  
Fax : 559-324-6548  
Email: [Ley1238@att.net](mailto:Ley1238@att.net)

***U.S. Trustee***

**United States Trustee (ND)**  
915 Wilshire Blvd, Suite 1850  
Los Angeles, CA 90017

represented by **Brian D Fittipaldi**

United States Department of  
Justice/OUST  
1415 State Street  
Suite 148  
Santa Barbara, CA 93101  
805-957-4100  
Fax : 805-957-4103  
Email: [brian.fittipaldi@usdoj.gov](mailto:brian.fittipaldi@usdoj.gov)

| Filing Date | #                            | Docket Text   |
|-------------|------------------------------|---|
| 01/10/2020  | <u>1</u><br>(15 pgs; 3 docs) | Chapter 11 Voluntary Petition Individual. Fee Amount \$1717 Filed by Erich Lee Russell Summary of Assets and Liabilities (Form 106Sum or 206Sum ) due 1/24/2020. Schedule A/B: Property (Form 106A/B or 206A/B) due 1/24/2020. Schedule C: The Property You Claim as Exempt (Form 106C) due 1/24/2020. Schedule D: Creditors Who Have Claims Secured by Property (Form 106D or 206D) due 1/24/2020. Schedule E/F: Creditors Who Have Unsecured Claims (Form 106E/F or 206E/F) due 1/24/2020. Schedule G: Executory Contracts and Unexpired Leases (Form |

|            |                     |  |
|------------|---------------------|--|
|            |                     | 106G or 206G) due 1/24/2020. Schedule H: Your Codebtors (Form 106H or 206H) due 1/24/2020. Schedule I: Your Income (Form 106I) due 1/24/2020. Schedule J: Your Expenses (Form 106J) due 1/24/2020. Declaration About an Individual Debtors Schedules (Form 106Dec) due 1/24/2020. Statement of Financial Affairs (Form 107 or 207) due 1/24/2020. Chapter 11 Statement of Your Current Monthly Income (Form 122B) Due: 1/24/2020. Statement of Related Cases (LBR Form F1015-2) due 1/24/2020. Disclosure of Compensation of Attorney for Debtor (Form 2030) due 1/24/2020. Declaration by Debtors as to Whether Income was Received from an Employer within 60-Days of the Petition Date (LBR Form F1002-1) due by 1/24/2020. Verification of Master Mailing List of Creditors (LBR Form F1007-1) due 1/24/2020. Incomplete Filings due by 1/24/2020. (Rust, Kam) (Entered: 01/10/2020) |
| 01/10/2020 | <u>2</u>            | Statement About Your Social Security Number (Official Form 121) Filed by Debtor Erich Lee Russell . (Rust, Kam) (Entered: 01/10/2020)  |
| 01/10/2020 | <u>3</u><br>(1 pg)  | Certificate of Credit Counseling Filed by Debtor Erich Lee Russell . (Rust, Kam) (Entered: 01/10/2020)   |
| 01/10/2020 | <u>4</u><br>(4 pgs) | ORDER SCHEDULING CHAPTER 11 STATUS CONFERENCE (Date: February 18, 2020, Time: 11:30 a.m.) (BNC-PDF) (Related Doc # <u>1</u> ) Signed on 1/10/2020 (Rust, Kam) (Entered: 01/10/2020)  |
| 01/10/2020 | 5                   | Hearing Set (RE: related document(s) <u>1</u> Chapter 11 Voluntary Petition Individual. filed by Debtor Erich Lee Russell) Status hearing to be held on 2/18/2020 at 11:30 AM at Ctrrm 201, 1415 State St., Santa Barbara, CA 93101. The case judge is Deborah J. Saltzman (Rust, Kam) (Entered: 01/10/2020)   |
| 01/10/2020 |                     | Receipt of Chapter 11 Filing Fee - \$1717.00 by 00. Receipt Number 90026586. (admin) (Entered: 01/10/2020)   |
| 01/12/2020 | <u>6</u><br>(2 pgs) | BNC Certificate of Notice (RE: related document (s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Erich Lee Russell) No. of Notices: 2. Notice Date 01/12/2020. (Admin.) (Entered: 01/12/2020)  |

|            |                       |   |
|------------|-----------------------|---|
| 01/12/2020 | <u>7</u><br>(2 pgs)   | BNC Certificate of Notice (RE: related document (s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Erich Lee Russell) No. of Notices: 2. Notice Date 01/12/2020. (Admin.) (Entered: 01/12/2020)   |
| 01/12/2020 | <u>8</u><br>(5 pgs)   | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>4</u> Order (Generic) (BNC-PDF)) No. of Notices: 2. Notice Date 01/12/2020. (Admin.) (Entered: 01/12/2020)  |
| 01/14/2020 | <u>9</u><br>(3 pgs)   | Meeting of Creditors 341(a) meeting to be held on 2/13/2020 at 09:00 AM at RM 148, 1415 State St., Santa Barbara, CA 93101. Last day to oppose discharge or dischargeability is 4/13/2020. (Rust, Kam) (Entered: 01/14/2020)  |
| 01/15/2020 | <u>10</u><br>(3 pgs)  | Request for special notice Filed by Creditor Farm Credit West, FLCA. (Gomez, Michael) (Entered: 01/15/2020)   |
| 01/15/2020 | <u>11</u><br>(3 pgs)  | <i>Notice of Continuation of Perfection of Security Interests; Demand for Adequate Protection; and Demand of Sequestration of Cash Collateral Pursuant to 11 U.S.C. §§ 362(b)(3), 363(c)(4), 363(e), 546(b), and 552(b)</i> Filed by Creditor Farm Credit West, FLCA. (Gomez, Michael) (Entered: 01/15/2020)  |
| 01/16/2020 | <u>12</u><br>(4 pgs)  | BNC Certificate of Notice (RE: related document (s) <u>9</u> Meeting of Creditors Chapter 11) No. of Notices: 6. Notice Date 01/16/2020. (Admin.) (Entered: 01/16/2020)   |
| 01/25/2020 | <u>13</u><br>(46 pgs) | Summary of Assets and Liabilities for Individual (Official Form 106Sum or 206Sum) , Amended Schedule A/B Individual: Property (Official Form 106A/B or 206A/B) , Amended Schedule C: The Property You Claimed as Exempt (Official Form 106C) , Schedule D Individual: Creditors Who Have Claims Secured by Property (Official Form 106D or 206D) , Schedule E/F Individual: Creditors Who Have Unsecured Claims (Official Form 106F or 206F) , Schedule G Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Schedule H Individual: Your Codebtors (Official Form 106H or 206H) , Amended Schedule I Individual: Your Income (Official Form 106I) , Amended Schedule J: Your |

|            |                      |   |
|------------|----------------------|---|
|            |                      | Expenses (Official Form 106J) , Declaration About an Individual Debtor's Schedules (Official Form 106Dec) , Statement of Financial Affairs for Individual Filing for Bankruptcy (Official Form 107 or 207) , Chapter 11 Statement of Your Current Monthly Income (Official Form 122B) Filed by Debtor Erich Lee Russell (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Ley, Kari) (Entered: 01/25/2020) |
| 01/25/2020 | <u>14</u><br>(2 pgs) | Disclosure of Compensation of Attorney for Debtor (Official Form 2030) Filed by Debtor Erich Lee Russell (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Ley, Kari) (Entered: 01/25/2020)  |
| 01/25/2020 | <u>15</u><br>(1 pg)  | Statement of Related Cases (LBR Form 1015-2.1) Filed by Debtor Erich Lee Russell (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Ley, Kari) (Entered: 01/25/2020)  |
| 01/25/2020 | <u>16</u><br>(1 pg)  | Verification of Master Mailing List of Creditors (LBR Form F1007-1) Filed by Debtor Erich Lee Russell (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Ley, Kari) (Entered: 01/25/2020)   |
| 01/25/2020 | <u>17</u><br>(1 pg)  | Declaration by Debtor as to Whether Debtor(s) Received Income From an Employer Within 60 Days of Petition (LBR Form F1002-1) Filed by Debtor Erich Lee Russell (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Ley, Kari) (Entered: 01/25/2020)  |
| 01/25/2020 | <u>18</u><br>(3 pgs) | Proof of service of <i>Order Scheduling Ch 11 Status Conference</i> Filed by Debtor Erich Lee Russell (RE: related document(s) 5 Hearing (Bk Other) Set). (Ley, Kari) (Entered: 01/25/2020)   |
| 01/29/2020 | <u>19</u><br>(3 pgs) | <i>Notice of Request for Tax Returns and Periodic Reports Pursuant to 11 U.S.C. 521(f) and Fed. R. Bankr. P. 2015.3</i> Filed by Creditor Farm Credit West, FLCA. (Gomez, Michael) (Entered: 01/29/2020)  |
| 02/03/2020 | <u>20</u><br>(1 pg)  | ORDER and notice of dismissal for failure to file schedules, statements, and/or plan - <b>Debtor</b> Dismissed. (BNC) Signed on 2/3/2020 (RE: related   |

|            |                       |  |
|------------|-----------------------|--|
|            |                       | document(s) <u>2</u> Statement About Your Social Security Numbers (Official Form 121) filed by Debtor Erich Lee Russell, <u>9</u> Meeting of Creditors Chapter 11). (Handy, Brad) (Entered: 02/03/2020)  |
| 02/03/2020 | <u>21</u><br>(1 pg)   | Notice of dismissal (BNC) (Handy, Brad) (Entered: 02/03/2020)  |
| 02/05/2020 | <u>22</u><br>(2 pgs)  | BNC Certificate of Notice (RE: related document (s) <u>21</u> Notice of dismissal (BNC)) No. of Notices: 6. Notice Date 02/05/2020. (Admin.) (Entered: 02/05/2020)   |
| 02/05/2020 | <u>23</u><br>(2 pgs)  | BNC Certificate of Notice (RE: related document (s) <u>20</u> ORDER and notice of dismissal for failure to file schedules, statements, and/or plan (Option A or Option B) (BNC)) No. of Notices: 6. Notice Date 02/05/2020. (Admin.) (Entered: 02/05/2020)   |
| 02/06/2020 | <u>24</u><br>(9 pgs)  | Motion to vacate dismissal <i>and Proof of Service</i> Filed by Debtor Erich Lee Russell (Ley, Kari) (Entered: 02/06/2020)   |
| 02/06/2020 | <u>25</u><br>(67 pgs) | Declaration re: <i>of Attorney Kari L. Ley in Support of Motion to Vacate Order Dismissing Case for Failure to Timely File Schedules and Other Documents; Exhibits; and Proof of Service</i> Filed by Debtor Erich Lee Russell (RE: related document(s) <u>24</u> Motion to vacate dismissal <i>and Proof of Service</i> ). (Ley, Kari) (Entered: 02/06/2020)  |
| 02/06/2020 | <u>26</u><br>(4 pgs)  | Notice of lodgment <i>of Order on Motion to Vacate Order Dismissing Case for Failure to Timely File Schedules and Other Documents; and Proof of Service</i> Filed by Debtor Erich Lee Russell (RE: related document(s) <u>20</u> ORDER and notice of dismissal for failure to file schedules, statements, and/or plan - <b>Debtor</b> Dismissed. (BNC) Signed on 2/3/2020 (RE: related document(s) <u>2</u> Statement About Your Social Security Numbers (Official Form 121) filed by Debtor Erich Lee Russell, <u>9</u> Meeting of Creditors Chapter 11)., <u>24</u> Motion to vacate dismissal <i>and Proof of Service</i> Filed by Debtor Erich Lee Russell, <u>25</u> Declaration re: <i>of Attorney Kari L. Ley in Support of Motion to Vacate Order Dismissing Case for Failure to Timely File Schedules and Other Documents; Exhibits; and Proof of Service</i> Filed by Debtor |



|            |                                |  |
|------------|--------------------------------|--|
|            |                                | Erich Lee Russell (RE: related document(s) <u>24</u> Motion to vacate dismissal <i>and Proof of Service</i> )). (Ley, Kari) (Entered: 02/06/2020)  |
| 02/07/2020 | <u>27</u><br>(1 pg)            | ORDER GRANTING MOTION TO VACATE ORDER DISMISSING CASE FOR FAILURE TO TIMELY FILE SCHEDULES AND OTHER DOCUMENTS (BNC-PDF) Signed on 2/7/2020 (RE: related document(s) <u>24</u> Motion to vacate dismissal filed by Debtor Erich Lee Russell). (Ortiz, Amber) (Entered: 02/07/2020)   |
| 02/07/2020 | <u>28</u><br>(1 pg)            | Notice to creditors (RE: related document(s) <u>24</u> <u>26</u> Motion to vacate dismissal filed by Debtor Erich Lee Russell). (BNC-PDF) (Ortiz, Amber) (Entered: 02/07/2020)   |
| 02/07/2020 | <u>29</u><br>(1 pg)            | Request for courtesy Notice of Electronic Filing (NEF) Filed by Gomez, Michael. (Gomez, Michael) (Entered: 02/07/2020)   |
| 02/07/2020 | <u>30</u><br>(1 pg)            | Request for courtesy Notice of Electronic Filing (NEF) Filed by Waddell, Reed. (Waddell, Reed) (Entered: 02/07/2020)   |
| 02/07/2020 | <u>31</u><br>(1 pg)            | Request for courtesy Notice of Electronic Filing (NEF) Filed by Warrington, Gerrick. (Warrington, Gerrick) (Entered: 02/07/2020)   |
| 02/09/2020 | <u>32</u><br>(2 pgs)           | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>28</u> Notice to creditors (BNC-PDF)) No. of Notices: 6. Notice Date 02/09/2020. (Admin.) (Entered: 02/09/2020)  |
| 02/09/2020 | <u>33</u><br>(2 pgs)           | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>27</u> Order (Generic) (BNC-PDF)) No. of Notices: 1. Notice Date 02/09/2020. (Admin.) (Entered: 02/09/2020)  |
| 02/10/2020 | <u>34</u><br>(155 pgs; 4 docs) | Motion to: (1) Restrict the Use of Cash Collateral; (2) Segregate Cash Collateral; (3) Obtain an Accounting; and (4) Grant Related Relief; Memorandum of Points and Authorities Filed by Creditor Farm Credit West, FLCA (Attachments: # <u>1</u> Declaration of Kevin Ralph # <u>2</u> Declaration of Michael J. Gomez # <u>3</u> Request for Judicial Notice) (Gomez, Michael) (Entered: 02/10/2020) |

|            |                       |   |
|------------|-----------------------|---|
| 02/10/2020 | <u>35</u><br>(2 pgs)  | Application shortening time <i>Application for Order Setting Hearing on Shortened Notice</i> Filed by Creditor Farm Credit West, FLCA (Gomez, Michael) (Entered: 02/10/2020)  |
| 02/10/2020 | <u>36</u><br>(19 pgs) | Status report <i>Debtor Erich Lee Russell Status Conference Statement, and Proof of Service</i> Filed by Debtor Erich Lee Russell (RE: related document (s) <u>4</u> Order (Generic) (BNC-PDF)). (Ley, Kari) (Entered: 02/10/2020)  |
| 02/10/2020 | <u>37</u><br>(4 pgs)  | Order Granting Application and Setting Hearing on Shortened Notice (BNC-PDF) (Related Doc # <u>35</u> ) Signed on 2/10/2020 (Handy, Brad) (Entered: 02/10/2020)   |
| 02/10/2020 | 38                    | Hearing Set (RE: related document(s) <u>34</u> Generic Motion filed by Creditor Farm Credit West, FLCA) The Hearing date is set for 2/18/2020 at 11:30 AM at Crtrm 201, 1415 State St., Santa Barbara, CA 93101. The case judge is Deborah J. Saltzman (Handy, Brad) (Entered: 02/10/2020)  |
| 02/11/2020 | <u>39</u><br>(9 pgs)  | Notice of Order Granting Application for Order Setting Hearing on Shortened Basis on Farm Credit West, FLCAs Motion to: (1) Restrict the Use of Cash Collateral; (2) Segregate Cash Collateral; (3) Obtain an Accounting; and (4) Grant Related Relief Filed by Creditor Farm Credit West, FLCA (RE: related document(s) <u>37</u> Order Granting Application and Setting Hearing on Shortened Notice (BNC-PDF) (Related Doc # <u>35</u> ) Signed on 2/10/2020). (Gomez, Michael) (Entered: 02/11/2020) |
| 02/12/2020 | <u>40</u><br>(5 pgs)  | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>37</u> Order (Generic) (BNC-PDF)) No. of Notices: 1. Notice Date 02/12/2020. (Admin.) (Entered: 02/12/2020)   |
| 02/13/2020 | <u>41</u><br>(4 pgs)  | Declaration re: <i>Declaration of Gerrick M. Warrington re Service and Notice</i> Filed by Creditor Farm Credit West, FLCA (RE: related document(s) <u>34</u> Motion to: (1) Restrict the Use of Cash Collateral; (2) Segregate Cash Collateral; (3) Obtain an Accounting; and (4) Grant Related Relief; Memorandum of Points and Authorities, <u>35</u> Application shortening time <i>Application for Order</i>   |

|            |                       |   |
|------------|-----------------------|---|
|            |                       | <i>Setting Hearing on Shortened Notice</i> ). (Warrington, Gerrick) (Entered: 02/13/2020)   |
| 02/13/2020 |                       | Receipt of Certification Fee - \$11.00 by 03. Receipt Number 90026647. (admin) (Entered: 02/13/2020)  |
| 02/13/2020 |                       | Receipt of Photocopies Fee - \$3.50 by 03. Receipt Number 90026647. (admin) (Entered: 02/13/2020)   |
| 02/14/2020 | 42                    | Continuance of Meeting of Creditors (Rule 2003 (e)) Filed by U.S. Trustee United States Trustee (ND). 341(a) Meeting Continued to 3/12/2020 at 09:30 AM at 1415 State St., Santa Barbara, CA 93101-2511. (Fittipaldi, Brian) (Entered: 02/14/2020)  |
| 02/14/2020 | <u>43</u><br>(26 pgs) | <i>Notice Response Of Farm Credit West, Flca To Debtor's Status Conference Statement With Request For Immediate Dismissal Or Conversion; Declaration Of Reed S. Waddell</i> Filed by Creditor Farm Credit West, FLCA (RE: related document(s) <u>36</u> Status report <i>Debtor Erich Lee Russell Status Conference Statement, and Proof of Service</i> Filed by Debtor Erich Lee Russell (RE: related document (s) <u>4</u> Order (Generic) (BNC-PDF))). (Waddell, Reed) (Entered: 02/14/2020)   |
| 02/14/2020 | <u>44</u><br>(7 pgs)  | Response To Farm Credit West Motion Re Use. Accounting And Control of Cash Collateral; and Proof of Service Filed by Debtor Erich Lee Russell (Ley, Kari) Modified on 2/18/2020 (Handy, Brad). (Entered: 02/14/2020)  |
| 02/14/2020 | <u>45</u><br>(5 pgs)  | Declaration re: <i>Erich Russell In Response To Farm Credit West Motion Re Use. Accounting And Control of Cash Collateral; and Proof of Service</i> Filed by Debtor Erich Lee Russell (RE: related document(s) <u>34</u> Motion to: (1) <i>Restrict the Use of Cash Collateral</i> ; (2) <i>Segregate Cash Collateral</i> ; (3) <i>Obtain an Accounting</i> ; and (4) <i>Grant Related Relief; Memorandum of Points and Authorities</i> , <u>44</u> Motion to Prohibit Use of Cash Collateral <i>Erich Russell Response To Farm Credit West Motion Re Use. Accounting And Control of Cash Collateral; and Proof of Service</i> ). (Ley, Kari) (Entered: 02/14/2020) |
| 02/17/2020 |                       |   |

|            |                       |  |
|------------|-----------------------|--|
|            | <u>46</u><br>(13 pgs) | Notice of Motion and Motion in Individual Ch 11 Case for Order Employing Professional (LBR 2014-1): 1 as General Bankruptcy Counsel ; <i>and Proof of Service</i> Filed by Debtor Erich Lee Russell (Ley, Kari) (Entered: 02/17/2020)  |
| 02/17/2020 | <u>47</u><br>(6 pgs)  | Declaration re: <i>Statement of Disinterestedness for Employment of Professional Person Under FRCP 2014; and Proof of Service</i> Filed by Debtor Erich Lee Russell (RE: related document(s) <u>46</u> Notice of Motion and Motion in Individual Ch 11 Case for Order Employing Professional (LBR 2014-1): 1 as General Bankruptcy Counsel ; <i>and Proof of Service</i> ). (Ley, Kari) (Entered: 02/17/2020)  |
| 02/18/2020 | 48                    | Hearing Held - Granted (RE: related document(s) <u>34</u> Generic Motion filed by Creditor Farm Credit West, FLCA) (Bertelsen, Susan) (Entered: 02/19/2020)  |
| 02/18/2020 | 49                    | Hearing Held and Hearing Continued - Chapter 11 Status Conference to be held on 3/24/2020 at 11:30 AM at Crtrm 201, 1415 State St., Santa Barbara, CA 93101. The case judge is Deborah J. Saltzman (Bertelsen, Susan) (Entered: 02/19/2020)  |
| 02/20/2020 | <u>50</u><br>(8 pgs)  | Notice of lodgment <i>Farm Credit West, FLCAs Motion To: (1) Restrict The Use Of Cash Collateral; (2) Segregate Cash Collateral; (3) Obtain An Accounting; And (4) Grant Related Relief</i> Filed by Creditor Farm Credit West, FLCA (RE: related document(s) <u>34</u> Motion to: (1) Restrict the Use of Cash Collateral; (2) Segregate Cash Collateral; (3) Obtain an Accounting; and (4) Grant Related Relief; Memorandum of Points and Authorities Filed by Creditor Farm Credit West, FLCA (Attachments: # 1 Declaration of Kevin Ralph # 2 Declaration of Michael J. Gomez # 3 Request for Judicial Notice)). (Warrington, Gerrick) (Entered: 02/20/2020) |
| 02/24/2020 | <u>51</u><br>(3 pgs)  | ORDER GRANTING FARM CREDIT WEST, FLCA'S MOTION TO: (1) RESTRICT THE USE OF CASH COLLATERAL; (2) SEGREGATE CASH COLLATERAL; (3) OBTAIN AN ACCOUNTING; AND (4) GRANT RELATED RELIEF (BNC-PDF) (Related Doc # <u>34</u> ) Signed on   |

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|            |                                | 2/24/2020 (Ortiz, Amber) Modified on 2/24/2020 (Ortiz, Amber). (Entered: 02/24/2020)  |
| 02/26/2020 | <u>52</u><br>(4 pgs)           | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>51</u> Order on Generic Motion (BNC-PDF)) No. of Notices: 1. Notice Date 02/26/2020. (Admin.) (Entered: 02/26/2020)   |
| 03/03/2020 | <u>53</u><br>(251 pgs; 5 docs) | Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2380 Live Oak Road, Paso Robles, CA 93446 . Fee Amount \$181, Filed by Creditor Farm Credit West, FLCA (Attachments: # <u>1</u> Memorandum of Points and Authorities # <u>2</u> Declaration of Kevin E. Ralph # <u>3</u> Declaration of Reed Waddell # <u>4</u> Request for Judicial Notice) (Gomez, Michael) (Entered: 03/03/2020)   |
| 03/03/2020 |                                | Receipt of Motion for Relief from Stay - Real Property(9:20-bk-10035-DS) [motion,nmrp] ( 181.00) Filing Fee. Receipt number 50757748. Fee amount 181.00. (re: Doc# <u>53</u> ) (U.S. Treasury) (Entered: 03/03/2020)  |
| 03/03/2020 | <u>54</u><br>(4 pgs)           | Objection (related document(s): <u>46</u> Notice of Motion and Motion in Individual Ch 11 Case for Order Employing Professional (LBR 2014-1): 1 as General Bankruptcy Counsel ; <i>and Proof of Service</i> filed by Debtor Erich Lee Russell) Filed by U.S. Trustee United States Trustee (ND) (Fittipaldi, Brian) (Entered: 03/03/2020)   |
| 03/04/2020 | 55                             | ENTERED DUE TO CLERICAL ERROR. Notice to Filer of Error and/or Deficient Document Incorrect hearing date/time/location was selected. March 24, 2020 has been closed to self-calendaring. Please select another date. THE FILER IS INSTRUCTED TO FILE AN AMENDED NOTICE OF MOTION/HEARING WITH THE CORRECT HEARING INFORMATION. (RE: related document(s) <u>53</u> Motion for Relief from Stay - Real Property filed by Creditor Farm Credit West, FLCA) (Bertelsen, Susan) Modified on 3/4/2020 (Bertelsen, Susan). (Entered: 03/04/2020) |
| 03/04/2020 | 56                             | Hearing Set (RE: related document(s) <u>53</u> Motion for Relief from Stay - Real Property filed by Creditor Farm Credit West, FLCA) The Hearing date is set  |

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|            |                      | for 3/24/2020 at 11:30 AM at Crtrm 201, 1415 State St., Santa Barbara, CA 93101. The case judge is Deborah J. Saltzman (Bertelsen, Susan) (Entered: 03/04/2020)   |
| 03/06/2020 | <u>57</u><br>(7 pgs) | Ex parte application to Continue Hearing on Farm Credit West Motion for Relief From Automatic Stay, and Status Conference, and Declaration of Attorney Kari L. Ley in Support Thereof; and Proof of Service Filed by Debtor Erich Lee Russell (Ley, Kari) (Entered: 03/06/2020)   |
| 03/06/2020 | <u>58</u><br>(5 pgs) | Notice of lodgment of Order Granting Motion to Continue Hearing on Farm Credit West Motion for Relief From Automatic Stay, and Status Conference; and Proof of Service Filed by Debtor Erich Lee Russell (RE: related document(s) <u>53</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2380 Live Oak Road, Paso Robles, CA 93446 . Fee Amount \$181, Filed by Creditor Farm Credit West, FLCA (Attachments: # 1 Memorandum of Points and Authorities # 2 Declaration of Kevin E. Ralph # 3 Declaration of Reed Waddell # 4 Request for Judicial Notice), 56 Hearing Set (RE: related document(s) <u>53</u> Motion for Relief from Stay - Real Property filed by Creditor Farm Credit West, FLCA) The Hearing date is set for 3/24/2020 at 11:30 AM at Crtrm 201, 1415 State St., Santa Barbara, CA 93101. The case judge is Deborah J. Saltzman, <u>57</u> Ex parte application to Continue Hearing on Farm Credit West Motion for Relief From Automatic Stay, and Status Conference, and Declaration of Attorney Kari L. Ley in Support Thereof; and Proof of Service Filed by Debtor Erich Lee Russell). (Ley, Kari) (Entered: 03/06/2020) |
| 03/09/2020 | <u>59</u><br>(2 pgs) | ORDER DENYING APPLICATION TO CONTINUE HEARING ON FARM CREDIT WEST MOTION FOR RELIEF FROM AUTOMATIC STAY, AND STATUS CONFERENCE (BNC-PDF) (Related Doc # <u>57</u> ) Signed on 3/9/2020 (Ortiz, Amber) (Entered: 03/09/2020)   |
| 03/10/2020 | <u>60</u><br>(5 pgs) | Notice of lodgment of Order in Bankruptcy Case Re: Motion in Individual Chapter 11 Case   |

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|            |                              | <i>Authorizing Debtor in Possession to Employ General Bankruptcy Counsel; and Proof of Service</i> Filed by Debtor Erich Lee Russell (RE: related document(s) <u>46</u> Notice of Motion and Motion in Individual Ch 11 Case for Order Employing Professional (LBR 2014-1): 1 as General Bankruptcy Counsel ; <i>and Proof of Service</i> Filed by Debtor Erich Lee Russell). (Ley, Kari) (Entered: 03/10/2020) |
| 03/10/2020 | <u>61</u><br>(17 pgs)        | Memorandum of points and authorities in <i>Opposition to Farm Credit West Motion for Relief From Automatic Stay; and Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 03/10/2020)  |
| 03/10/2020 | <u>62</u><br>(44 pgs)        | Declaration re: <i>of Erich Russell in Opposition to Farm Credit West Motion for Relief From Automatic Stay; and Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 03/10/2020)  |
| 03/11/2020 | 63                           | Continuance of Meeting of Creditors (Rule 2003 (e)) Filed by U.S. Trustee United States Trustee (ND). 341(a) Meeting Continued to 4/23/2020 at 10:30 AM at 1415 State St., Santa Barbara, CA 93101-2511. (Fittipaldi, Brian) (Entered: 03/11/2020)  |
| 03/11/2020 | <u>64</u><br>(3 pgs)         | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>59</u> Order (Generic) (BNC-PDF)) No. of Notices: 1. Notice Date 03/11/2020. (Admin.) (Entered: 03/11/2020)   |
| 03/11/2020 | <u>65</u><br>(8 pgs; 2 docs) | U.S. Trustee Motion to dismiss or convert <i>Convert Case; Declaration of Alfred Cooper III</i> <i>Convert Case; Declaration of Alfred Cooper III with proof of service</i> Filed by U.S. Trustee United States Trustee (ND). (Attachments: # <u>1</u> Declaration of Brian D. Fittipaldi)(Fittipaldi, Brian) (Entered: 03/11/2020)   |
| 03/12/2020 | 66                           | Hearing Set (RE: related document(s) <u>65</u> U.S. Trustee Motion to dismiss or convert filed by U.S. Trustee United States Trustee (ND)) The Hearing date is set for 4/28/2020 at 11:30 AM at Crtrm 201, 1415 State St., Santa Barbara, CA 93101. The case  |

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|            |                               | judge is Deborah J. Saltzman (Ortiz, Amber)<br>(Entered: 03/12/2020)   |
| 03/12/2020 | <u>67</u><br>(1 pg)           | <b>Entered due to clerical error. Please refer to docket #68.</b> Notice of UST's motion to dismiss - chapter 11 (BNC) (Ortiz, Amber) Modified on 3/12/2020 (Ortiz, Amber). (Entered: 03/12/2020)  |
| 03/12/2020 | <u>68</u><br>(1 pg)           | Notice of UST's motion to dismiss or convert case - chapter 11 to 7 (BNC) (Ortiz, Amber) (Entered: 03/12/2020)   |
| 03/12/2020 | <u>69</u><br>(8 pgs)          | Document/Correspondence (RE: related document (s) <u>46</u> Motion in Individual Ch 11 Case for Order Employing Professional (LBR 2014-1) filed by Debtor Erich Lee Russell) (Rust, Kam) (Entered: 03/12/2020)   |
| 03/13/2020 | <u>70</u><br>(1 pg)           | NOTICE REGARDING TELEPHONIC HEARING (BNC-PDF) (Rust, Kam). Related document(s) <u>1</u> Chapter 11 Status Conference, <u>53</u> Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2380 Live Oak Road, Paso Robles, CA 93446 . Fee Amount \$181, filed by Creditor Farm Credit West, FLCA. Modified on 3/13/2020 (Rust, Kam). (Entered: 03/13/2020)   |
| 03/14/2020 | <u>71</u><br>(2 pgs)          | BNC Certificate of Notice (RE: related document (s) <u>68</u> Notice of UST's motion to dismiss or convert case - Ch 11 to 7 (BNC)) No. of Notices: 6. Notice Date 03/14/2020. (Admin.) (Entered: 03/14/2020)  |
| 03/15/2020 | <u>72</u><br>(2 pgs)          | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>70</u> Notice to creditors (BNC-PDF)) No. of Notices: 6. Notice Date 03/15/2020. (Admin.) (Entered: 03/15/2020)  |
| 03/17/2020 | <u>73</u><br>(17 pgs; 2 docs) | Reply to (related document(s): <u>61</u> Memorandum of points and authorities filed by Debtor Erich Lee Russell, <u>62</u> Declaration filed by Debtor Erich Lee Russell) <i>Reply to Russell Memorandum of Points and Authorities in Opposition to Farm Credit West, FLCA's Motion for Relief From Automatic Stay</i> Filed by Creditor Farm Credit West, FLCA (Attachments: # <u>1</u> Affidavit Declaration of Reed S. Waddell) (Waddell, Reed) (Entered: 03/17/2020) |
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| 03/17/2020 | <u>74</u><br>(8 pgs)  | Statement Evidentiary Objections to Declaration of Erich Russell in Opposition to Farm Credit West Motion for Relief from Automatic Stay; Motion to Strike Filed by Creditor Farm Credit West, FLCA. (Waddell, Reed) (Entered: 03/17/2020)  |
| 03/23/2020 | <u>75</u><br>(13 pgs) | Stipulation By Farm Credit West, FLCA and Debtor For Relief From Automatic Stay Filed by Creditor Farm Credit West, FLCA (Waddell, Reed) (Entered: 03/23/2020)  |
| 03/23/2020 | 76                    | Notice to Filer of Error and/or Deficient Document <b>Other - Please upload order at your earliest convenience.</b> (RE: related document(s) <u>75</u> Stipulation filed by Creditor Farm Credit West, FLCA) (Handy, Brad) (Entered: 03/23/2020)  |
| 03/24/2020 | <u>77</u><br>(7 pgs)  | Notice of lodgment of Order Approving Stipulation for Relief from Stay Filed by Creditor Farm Credit West, FLCA (RE: related document(s) <u>75</u> Stipulation By Farm Credit West, FLCA and Debtor For Relief From Automatic Stay Filed by Creditor Farm Credit West, FLCA). (Warrington, Gerrick) (Entered: 03/24/2020)                 |
| 03/24/2020 | <u>78</u><br>(2 pgs)  | Order Denying Motion in Individual Ch 11 Case for Order Employing Professional (LBR 2014-1) (BNC-PDF) (Related Doc # <u>46</u> ) Signed on 3/24/2020. (Handy, Brad) (Entered: 03/24/2020)   |
| 03/24/2020 | <u>79</u><br>(8 pgs)  | Notice of lodgment of Amended Form of Order Approving Stipulation for Relief from Stay Filed by Creditor Farm Credit West, FLCA (RE: related document(s) <u>75</u> Stipulation By Farm Credit West, FLCA and Debtor For Relief From Automatic Stay Filed by Creditor Farm Credit West, FLCA). (Warrington, Gerrick) (Entered: 03/24/2020) |
| 03/24/2020 |                       | Hearing Held and Continued (RE: related document (s) <u>53</u> MOTION FOR RELIEF FROM STAY - REAL PROPERTY filed by Farm Credit West, FLCA) Hearing to be held on 04/28/2020 at 11:30 AM 1415 State Street Courtroom 201 Santa Barbara, CA 93101 for <u>53</u> . (Handy, Brad) Modified on 3/26/2020 (Handy, Brad). (Entered: 03/26/2020) |
| 03/25/2020 | <u>80</u><br>(3 pgs)  | Order Granting Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)  |

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|            |                       | (Related Doc # <u>53</u> ) Signed on 3/25/2020 (Rust, Kam) (Entered: 03/25/2020)   |
| 03/26/2020 | <u>81</u><br>(3 pgs)  | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>78</u> Order on Motion For Order Employing Professional (Ch 11)-(LBR 2014-1) (BNC-PDF)) No. of Notices: 1. Notice Date 03/26/2020. (Admin.) (Entered: 03/26/2020)  |
| 03/27/2020 | <u>82</u><br>(4 pgs)  | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>80</u> Motion for relief from the automatic stay REAL PROPERTY (BNC-PDF)) No. of Notices: 1. Notice Date 03/27/2020. (Admin.) (Entered: 03/27/2020)  |
| 04/02/2020 | <u>83</u><br>(18 pgs) | Monthly Operating Report. Operating Report Number: One. For the Month Ending 01/2020 <i>and Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 04/02/2020)  |
| 04/02/2020 | <u>84</u><br>(27 pgs) | Monthly Operating Report. Operating Report Number: Two. For the Month Ending 02/2020 <i>and Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 04/02/2020)  |
| 04/02/2020 | <u>85</u><br>(4 pgs)  | <i>Notice of Telephonic Meeting of Creditors Held Pursuant to 11 U.S.C. § 341(a)</i> Filed by U.S. Trustee United States Trustee (ND) (RE: related document(s) <u>63</u> Continuance of Meeting of Creditors (Rule 2003(e)) Filed by U.S. Trustee United States Trustee (ND). 341(a) Meeting Continued to 4/23/2020 at 10:30 AM at 1415 State St., Santa Barbara, CA 93101-2511.). (Fittipaldi, Brian) (Entered: 04/02/2020) |
| 04/03/2020 | <u>86</u><br>(3 pgs)  | <i>Certificate of Service of Notice of Telephonic Meeting of Creditors Held Pursuant to 11 U.S.C. § 341(a)</i> Filed by U.S. Trustee United States Trustee (ND) (RE: related document(s) <u>85</u> Notice). (Fittipaldi, Brian) (Entered: 04/03/2020)  |
| 04/14/2020 | <u>87</u><br>(11 pgs) | <i>Notice of motion/application to Employ CPA Thomas Rackerby; and Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 04/14/2020)   |
| 04/14/2020 | <u>88</u><br>(13 pgs) | <i>Notice of motion/application to Employ Attorney Kari I. Ley as General Bankruptcy Counsel; and</i>  |

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|            |                       | <i>Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 04/14/2020)  |
| 04/14/2020 | <u>89</u><br>(6 pgs)  | Declaration re: <i>Statement of Disinterestedness for Employment of Attorney Kari L. Ley as General Bankruptcy Counsel; and Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 04/14/2020)   |
| 04/14/2020 | <u>90</u><br>(8 pgs)  | Memorandum of points and authorities in <i>Opposition to U.S. Trustee Motion to Dismiss or Convert Case</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 04/14/2020)  |
| 04/14/2020 | <u>91</u><br>(7 pgs)  | Declaration re: <i>of Attorney Kari L. Ley in Opposition to U.S. Trustee Motion to Dismiss or Convert Case; and Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 04/14/2020)   |
| 04/14/2020 | <u>92</u><br>(11 pgs) | Status Report for Chapter 11 Status Conference ; <i>and Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 04/14/2020)   |
| 04/15/2020 | <u>93</u><br>(21 pgs) | Monthly Operating Report. Operating Report Number: Three. For the Month Ending 03/31/2020 <i>and Proof of Service</i> Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 04/15/2020)  |
| 04/24/2020 | <u>94</u><br>(4 pgs)  | Objection (related document(s): <u>88</u> Notice of motion/application filed by Debtor Erich Lee Russell) <i>Objection to Employment of the Law Offices of Kari Ley</i> Filed by U.S. Trustee United States Trustee (ND) (Fittipaldi, Brian) (Entered: 04/24/2020)      |
| 04/24/2020 | <u>95</u><br>(3 pgs)  | Objection (related document(s): <u>87</u> Notice of motion/application filed by Debtor Erich Lee Russell) <i>Objection to Employment Application of Thomas Rackerby, CPA</i> Filed by U.S. Trustee United States Trustee (ND) (Fittipaldi, Brian) (Entered: 04/24/2020) |
| 04/27/2020 | 96                    | Notice to Filer of Error and/or Deficient Document. <b>Incorrect docket event was used to file this document. Please use motion event code. THE FILER IS INSTRUCTED TO RE-FILE THE DOCUMENT USING THE CORRECT</b>   |

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|            |                                | <b>DOCKET EVENT.</b> (RE: related document(s) <u>87</u> Notice of motion/application filed by Debtor Erich Lee Russell) (Ortiz, Amber) (Entered: 04/27/2020)  |
| 04/27/2020 | 97                             | Notice to Filer of Error and/or Deficient Document. <b>Incorrect docket event was used to file this document. Please use motion event code. THE FILER IS INSTRUCTED TO RE-FILE THE DOCUMENT USING THE CORRECT DOCKET EVENT.</b> (RE: related document(s) <u>88</u> Notice of motion/application filed by Debtor Erich Lee Russell) (Ortiz, Amber) (Entered: 04/27/2020) |
| 04/28/2020 | 98                             | Hearing Vacated - Order Granting Motion for Relief entered on 03/25/20 (RE: related document(s) <u>53</u> Motion for Relief from Stay - Real Property filed by Creditor Farm Credit West, FLCA) (Ortiz, Amber) (Entered: 04/28/2020)  |
| 04/28/2020 |                                | Hearing Held and Continued (RE: related document (s) <u>65</u> U.S. TRUSTEE MOTION TO DISMISS OR CONVERT filed by United States Trustee (ND))<br>Hearing to be held on 06/01/2020 at 11:30 AM 1415 State Street Courtroom 201 Santa Barbara, CA 93101 for <u>65</u> , (Ortiz, Amber) (Entered: 04/28/2020)  |
| 04/28/2020 | 99                             | Hearing Held and Continued (RE: related document (s) <u>92</u> Status Report for Chapter 11 Status Conference filed by Debtor Erich Lee Russell) Status hearing to be held on 6/1/2020 at 11:30 AM at Crtrm 201, 1415 State St., Santa Barbara, CA 93101. The case judge is Deborah J. Saltzman (Ortiz, Amber) (Entered: 04/28/2020)                                    |
| 05/11/2020 | <u>100</u><br>(20 pgs; 3 docs) | Motion to Dismiss Debtor / <i>Voluntary Dismissal of Case</i> Filed by Debtor Erich Lee Russell (Attachments: # <u>1</u> Memorandum of Points and Authorities in Support of Debtor Erich Lee Russell Motion for Voluntary Dismissal of Case # <u>2</u> Declaration of Erich Russell in Support of Motion for Voluntary Dismissal) (Ley, Kari) (Entered: 05/11/2020)     |
| 05/12/2020 | 101                            | Hearing Set (RE: related document(s) <u>100</u> Dismiss Debtor filed by Debtor Erich Lee Russell) The Hearing date is set for 6/1/2020 at 11:30 AM at Crtrm 201, 1415 State St., Santa Barbara, CA 93101.   |

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|            |                       | The case judge is Deborah J. Saltzman (Ortiz, Amber) (Entered: 05/12/2020)   |
| 05/18/2020 | <u>102</u><br>(4 pgs) | Statement of Position re Motion to Dismiss Filed by Creditor Farm Credit West, FLCA. (Waddell, Reed) (Entered: 05/18/2020)   |
| 05/28/2020 | <u>103</u><br>(5 pgs) | Memorandum of points and authorities in Reply to Farm Credit West's Statement of Position Re Debtor Erich Lee Russell's Motion for Voluntary Dismissal of Case; and Proof of Service Filed by Debtor Erich Lee Russell. (Ley, Kari) (Entered: 05/28/2020)  |
| 06/01/2020 | 104                   | Hearing Held, GRANTED, 109(g)(1) and (2) 180 day bar to refiling (RE: related document(s) <u>65</u> U.S. Trustee Motion to dismiss or convert filed by U.S. Trustee United States Trustee (ND)) (Rust, Kam) (Entered: 06/01/2020)  |
| 06/01/2020 | 105                   | Hearing Held, DENIED (RE: related document(s) <u>100</u> Dismiss Debtor filed by Debtor Erich Lee Russell) (Rust, Kam) (Entered: 06/01/2020)   |
| 06/01/2020 | 106                   | Hearing Held RE: Chapter 11 Status Conference. Off calendar (Rust, Kam) (Entered: 06/01/2020)  |
| 06/04/2020 | <u>107</u><br>(2 pgs) | ORDER GRANTING THE UNITED STATES TRUSTEES MOTION TO DISMISS CASE WITH A BAR TO REFILING - dismissal with special restriction-period against re-filing a new bankruptcy case - <b>Debtor</b> Dismissed for 180 Days. (BNC-PDF) Barred Debtor Russell, Erich Lee starting 6/4/2020 to 11/30/2020 Signed on 6/4/2020 (RE: related document <u>65</u> United States Trustees Motion Under 11 U.S.C. § 1112(b) to Dismiss or Convert Case (Bertelsen, Susan) Modified on 6/4/2020 (Bertelsen, Susan). (Entered: 06/04/2020) |
| 06/04/2020 | <u>108</u><br>(1 pg)  | Notice of dismissal with restriction for against debtor's refiling (BNC) (Bertelsen, Susan) (Entered: 06/04/2020)  |
| 06/06/2020 | <u>109</u><br>(2 pgs) | BNC Certificate of Notice (RE: related document(s) <u>108</u> Notice of dismissal with restriction for against debtor's refiling (BNC)) No. of Notices: 6. Notice Date 06/06/2020. (Admin.) (Entered: 06/06/2020)  |
| 06/06/2020 |                       |  |

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|            | <u>110</u><br>(3 pgs) | BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>107</u> ORDER of dismissal with special restriction-period against re-filing a new bankruptcy case (BNC-PDF)) No. of Notices: 1. Notice Date 06/06/2020. (Admin.) (Entered: 06/06/2020)   |
| 06/19/2020 | 111                   | Bankruptcy Case Closed - DISMISSED. An Order dismissing the above referenced case was entered and notice was provided to parties in interest. Since it appears that no further matters are required that this case remain open, or that the jurisdiction of this Court continue, it is ordered that the case is closed. (Rust, Kam) (Entered: 06/19/2020) |
| 06/29/2020 | 112                   | Request for a Certified Copy Fee Amount \$11. (RE: related document(s) <u>107</u> ORDER of dismissal with special restriction-period against re-filing a new bankruptcy case (BNC-PDF)) (Rust, Kam) (Entered: 06/29/2020)   |
| 06/29/2020 |                       | Receipt of Certification Fee - \$11.00 by 03. Receipt Number 90026793. (admin) (Entered: 06/29/2020)  |
| 06/29/2020 |                       | Receipt of Photocopies Fee - \$1.00 by 03. Receipt Number 90026793. (admin) (Entered: 06/29/2020)   |

| PACER Service Center |                             |                         |  |
|----------------------|-----------------------------|-------------------------|--|
| Transaction Receipt  |                             |                         |  |
| 02/12/2021 14:00:31  |                             |                         |  |
| <b>PACER Login:</b>  | alikashover:6466032:4299065 | <b>Client Code:</b>     |  |
| <b>Description:</b>  | Docket Report               | <b>Search Criteria:</b> | 9:20-bk-10035-DS Fil or Ent: filed From: 1/1/2020 To: 2/12/2021 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included |
|                      | 11                          | <b>Cost:</b>            | 1.10   |

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| <b>Billable<br/>Pages:</b> |  |  |  |
|----------------------------|--|--|--|

**Exhibit "F"**



|   |   |
|---|---|
| Attorney or Party Name, Address, Telephone and FAX<br>Rokhsana D. Moradi (Bar No. 266572)<br>RESNIK HAYES MORADI LLP<br>17609 Ventura Blvd., Suite 314<br>Encino, CA 91316<br>Telephone: (818)285-0100<br>Facsimile: (818) 855-7013 |   |
| <input type="checkbox"/> Pro Se Debtor  |   |
| <b>OFFICE OF THE UNITED STATES TRUSTEE<br/>LOS ANGELES DIVISION</b>   | <b>SUBMIT TO UNITED STATES TRUSTEE<br/>– DO NOT FILE WITH COURT</b>   |
| In Re:<br><br><div style="text-align: center; margin-top: 20px;"> <b>Northern Holdings, LLC</b> </div> <div style="text-align: right; margin-top: 20px;">         Debtor-In-Possession.       </div>                                | Case Number:<br>8:20-bk-13014-MW<br><b>REAL PROPERTY QUESTIONNAIRE</b><br><br>CHECK ONE BOX:<br><div style="display: flex; justify-content: space-between; align-items: center;"> <input checked="" type="checkbox"/> Owned         <input type="checkbox"/> Being Purchased       </div> |

Within seven (7) days after the filing of the petition, every chapter 11 Debtor in Possession which holds any interest in any parcel of real property shall provide the United States Trustee with a completed Real Property Questionnaire (form UST-5). Included within the meaning of the phrase "any interest in any parcel of real property" are real property leases, land sales contracts, open escrows and other transactions under with the Debtor presently may not be a titleholder of record.

The United States Trustee deems the requested information necessary to carry out his statutory responsibilities to monitor and evaluate all pending Chapter 11 cases in this District. Therefore, failure to timely and fully submit this form for each parcel of real property may result in the filing of a motion to dismiss this case, convert this case to one under Chapter 7 or for appointment of a Trustee. Consequently, the Debtor is required to fully answer each question contained in each section of this Questionnaire that applies to the particular parcel of real property involved. A separate Questionnaire is to be filed for each parcel of real property. If additional space is required for any answer, and continuation sheet specifying the Section and Question involved should be attached.

| <b>SECTION ONE: PROPERTY OWNED OR BEING PURCHASED BY DEBTOR</b> |  |
|---|--|
| A.  | Address of property including county and state in which it is located:<br><br><div style="margin-top: 20px;">         1172 San Marcos Road, Paso Robles, CA 93446       </div> |
| B.  | Legal Description of Property (i.e. Lot and Tract Number, including Tax Assessor's I.D. Number)<br><br><div style="margin-top: 20px;">         APN 026-104-001       </div>    |
| C.  | Percentage interest in the property owned by the Debtor: <b>100%</b>   |
| D.  | Date of Debtor's Acquisition of the Property: 10/28/2020<br><br>Purchase Price: \$ <b>11,500.000</b>   |

In Re: Northern Holdings, LLC

Debtor.

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E. Type of real property (i.e. single family residence, condominium, apartment bldg., office bldg., commercial, industrial, unimproved.)

Single family residence and vineyard

F. Description of property (i.e. square footage, number of units, number of offices, amenities, condition):

2,351 sq ft; 6,766,044 lot size

G. Development status of property:

(1) Permits (type, date issued, expiration date):

N/A

(2) In construction (date of commencement, estimated date and cost of completion, name of construction lender):

(3) Rehabilitation (specify nature, cost and status of rehabilitation effort):

H. Present Fair Market Value: \$ 11,500,000

I. State source and basis of the above fair market value: (attach a copy of latest appraisal)

Appraisal

J. Does the property meet all federal, state, and local requirements including, but not limited to; health, building, safety, OSHA, earthquake and fire regulations? ☒ YES ☐ NO (If the answer is "NO," briefly explain and attach copies of any complaints, citations and/or recorded documents which specify the substance of the alleged violations)

K. State the name of the titleholder of records as of the date of the filing of the Petition:

Northern Holdings, LLC

L. State the name of the Grantor of the property to the titleholder set forth in "K" above:

Erich Russell

In Re: Northern Holdings, LLC

Debtor.

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M. Is the titleholder, specified in "K" above, the Debtor in this Chapter 11 proceeding? ☒ YES ☐ NO  
(If "NO," explain why the titleholder and the Debtor are different persons/entities)

N. State the date of the last transfer of any interest in the property and the name of the transferor and transferee:  
10/28/2020

O. Was title to the property transferred to the Debtor within ninety (90) days prior to the filing of the Chapter 11 Petition?  
☒ YES ☐ NO (If "YES," state the reason for the transfer)

P. If the Debtor is a partnership, did all of the general partners consent to the filing of the Chapter 11 Petition?  
☐ YES ☐ NO (If "YES," attach documentation to indicate such consent was given by all partners, if "NO," explain why all did not consent and identify each non-consenting partner).

N/A

Q. Is the property currently occupied? ☒ YES ☐ NO

R. Does the Debtor, its principals or any other person or entity related to the Debtor or its principals occupy or use any portion of the property? ☐ YES ☒ NO (If "YES," state the name of the tenant, nature of the relationship to the Debtor and terms of the agreement, if any)

S. Does any other person/entity other than the Debtor use, lease or occupy any portion of the property? ☒ YES ☐ NO  
(If "YES," state name of each person/entity, whether it is relation, affiliated or doing business with the Debtor or any principal of the Debtor, and state the terms of such use, lease or occupancy)

Rabbit Ridge Wine Sale \$15,000 base rate and 20% of custom crush revenue - wine making & production (average \$11,400).  
Bill Tolar \$1,600 apartment

T. Has the Bankruptcy Petition been recorded in the Office of the Recorder of the county in which this property is located?  
☐ YES ☒ NO (If "YES," state the Date of Recordation and Instrument Number or Book and Page Number)

|   |                                   |
|---|-----------------------------------|
| In Re: <b>Northern Holdings, LLC</b><br><br><div style="text-align: right;">Debtor.</div> | Case No.: <b>8:20-bk-13014-MW</b> |
|---|-----------------------------------|

**SECTION TWO: FINANCIAL STATUS OF OWNED PROPERTY**

A. List Voluntary encumbrances of record against the property (e.g. mortgages, stipulated judgments):

| Lender Name                  | Current Principal Balance | Installment Amount                | Frequency (Mo/Qtr/Yr)          |
|------------------------------|---------------------------|-----------------------------------|--------------------------------|
| 1st: <b>Farm Credit West</b> | <b>\$19,632.00</b>        | <b>cross collateralized</b>       | <b>loan with 2 other APN's</b> |
| 2nd:                         |                           |                                   |                                |
| 3rd:                         |                           |                                   |                                |
| 4th:                         |                           |                                   |                                |
| Maturity Date                | Date of Last Payment      | Number of Delinquent Installments |                                |
| 1st:                         |                           |                                   |                                |
| 2nd:                         |                           |                                   |                                |
| 3rd:                         |                           |                                   |                                |
| 4th:                         |                           |                                   |                                |

B. List involuntary encumbrances of record against the property (tax, mechanics's and other liens, judgments, lis pendens):

| Type of lien | Amount Claimed | Date of recordation |
|--------------|----------------|---------------------|
|              |                |                     |
|              |                |                     |
|              |                |                     |
|              |                |                     |

C. Was a Notice of Default and/or a Notice of Sale recorded prior to the filing of the bankruptcy petition? ☒ YES ☐ NO  
(If "YES," state which document was recorded, the name of the lender, and the date of recordation)

**Notice of Trustee Sale dated 10/2/2019**

D. Property Taxes:

(1) Assessed value of property per latest real property Tax Bill \$ **10,839,454**

(2) Annual taxes and installment due dates: **\$110,145 April & December**

(3) Indicate the due dates and amounts of any Tax Bills which have not been paid:

In Re: Northern Holdings, LLC

Debtor.

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**SECTION THREE: SALE OF PROPERTY**

A. Has a real estate broker been employed? ☐ YES ☒ NO (If "YES," state the name of the broker, name of the salesperson, date employed, company name, address and telephone number and the listing agreement expiration date)

N/A

B. Has an application to employ the broker been filed with the court? ☐ YES ☐ NO

C. How long as the property been listed or advertised for sale with the current broker?

D. Has any written offer been received? ☐ YES ☐ NO (If "YES," state the terms of each such written offer)

E. What is the date the property was first listed for sale with any broker?

F. What is the current listing price? (attach a copy of the listing agreement) \$

G. Have other attempts been made to sell the property? ☐ YES ☐ NO (If "YES," for each such attempt, state the date, asking price and result)

H. Explain other alternatives considered as to the disposition of the property (i.e. refinancing, capital infusion, stipulation with lender):

**SECTION FOUR: PURCHASE OF PROPERTY**

A. Is the Debtor currently purchasing this parcel of real property? ☐ YES ☒ NO (If "YES," state the name, address and telephone number of the seller)

B. Is the Debtor a party to a land Sales Contract or other arrangement by which actual title is to be taken at some point in the future? ☐ YES ☐ NO (If "YES," attach a copy of any written documents which state the terms of such transaction).

C. If an escrow has been opened, state the escrow company name, name of escrow officer, address, and telephone number: (attach a copy of the purchase agreement and Escrow Instruction)

|   |   |
|---|---|
| In Re: Northern Holdings, LLC<br><br><br><div style="text-align: right; padding-right: 10px;">Debtor.</div> | Case No.:<br><div style="font-size: 1.2em; font-weight: bold;">8:20-bk-13014-MW</div> |
|---|---|

|   |
|---|
| D. What is the purchase price? \$   |
| <b>SECTION FIVE: PROPERTY LEASED BY DEBTOR AS LESSEE</b>  |
| A. Address of property including county and state in which it is located:<br>N/A  |
| B. Type of real property (i.e., single family residence, condominium, apartment bldg., office bldg., commercial, industrial, unimproved):   |
| C. Description of property (i.e. square footage, number of units, number of offices, amenities, condition)?   |
| D. Is the Debtor or any principal of the Debtor affiliated with or related to the lessor? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," explain the relationship) |
| E. Does a written lease exist? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," attach a copy of the lease).   |
| F. Lease payment amount: \$ _____ per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year   |
| G. Number of pre-petition delinquent payments:  |
| H. Total dollar amount of pre-petition delinquent lease and related payments: \$  |
| I. Specify the type, amount and date of any deposits paid to the lessor (i.e., security deposits, first and last months' rent)  |
| J. Describe provisions in the lease for increases in the lease payments:  |
| K. Describe type of lease (i.e. triple net, minimum plus percentage of sales, gross lease) and state basic lease terms:   |
| L. When did the lease commence?<br>When is the lease termination date?  |

In Re: Northern Holdings, LLC

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M. Does the lease provide any options to extend the term of the lease? ☐ YES ☐ NO (If "YES," describe each option)

N. List the improvements made and fixtures installed by the Debtor (i.e., items so attached or integrated with the property so as to render them legally non-removable) and state the cost:

### SECTION SIX: INSURANCE

A. State the following as to each policy of insurance (attach a copy of the declaration page of each current policy):

| Type of Insurance | Name of Ins Agent  | Ins Company    | Policy Number  | Amt. of Coverage      | Exp. Date |
|-------------------|--------------------|----------------|----------------|-----------------------|-----------|
| General Liability | Patricia Marroquin | 3605-90-82 WCE | 3605-90-82 WCE | \$1,000,000/5,839,100 | 4/15/2021 |
|                   |                    |                |                |                       |           |
|                   |                    |                |                |                       |           |
|                   |                    |                |                |                       |           |
|                   |                    |                |                |                       |           |
|                   |                    |                |                |                       |           |

B. If any policy payments are delinquent, so state and provide the amount and number of installments that are past due:

### SECTION SEVEN: INCOME FROM RENTAL OF PROPERTY

A. What is the actual gross monthly income being received from rental of the property? \$ \$26,400

B. What is the current occupancy rate and the square footage presently being leased?

C. If the property were fully leased, state the anticipated gross monthly income: \$

D. Itemize the total monthly expenses *excluding* debt service:

utilities \$1,700  
misc. repairs \$1,500  
insurance \$1.066

In Re: Northern Holdings, LLC

Case No.:

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Debtor.

E. Is there any person or entity managing the property? ☐ YES ☒ NO (If "YES," state the name, address, and telephone number of the managing person/company and attach a copy of the management company's fidelity bond)

F. What are the terms of the management agreement? (If written, attach a copy of the agreement)

N/A

G. Is the manager of the property related to or affiliated with the Debtor in any way? ☐ YES ☐ NO (If "YES," explain the relationship or affiliation)

H. Is any person and/or entity occupying any portion of the property at a reduced rental rate or at no rental charge? ☐ YES ☐ NO (If "YES," explain fully)

I declare under penalty of perjury that the answers contained in the foregoing Real Property Questionnaire are true and correct to the best of my knowledge, information and belief. I have full authority to make the above answers on behalf of the debtor in possession.

Dated:

11/3/2020

Print Name and Title of Authorized Agent for Debtor in Possession

Leroy Coddington, Managing Member

Signature of Authorized Agent for Debtor in Possession





## CALIFORNIA RESIDENTIAL LEASE/RENTAL AGREEMENT

LANDLORD NORTHERN HOLDINGS, LLC  
TENANT(S) RABBIT RIDGE WINE SALES, INC  
  
PROPERTY ADDRESS: 1170 San Marcos Rd  
Paso Robles

1. **RENTAL AMOUNT:** Beginning 10/27, 2022 TENANT agrees to pay LANDLORD the sum of \$ 15000 per month in advance on the 1 day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location: . Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement.

2. **TERM:** The premises are leased on the following lease term: (please check one item only)

☐ Month-to-Month

(or)

☒ Until 1/1/2022, 2022.

3. **SECURITY DEPOSITS:** TENANT shall deposit with landlord the sum of \$        as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have left, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code Section 1950.5. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

4. **INITIAL PAYMENT:** TENANT shall pay the first month rent of \$        and the security deposit in the amount of \$        for a total of \$ 15000. Said ~~payment shall be made in the form of cash or cashier's check and is all due prior to occupancy.~~ cc ST

5. **OCCUPANTS:** The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons:

If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$ \_\_\_\_\_ for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

**6. SUBLETTING OR ASSIGNING:** TENANT agrees not to assign or sublet the premises or any part thereof, without first obtaining written permission from LANDLORD.

**7. UTILITIES:** TENANT shall pay for all utilities and/or services supplied to the premises with the following exception: Well Pumps

**8. PARKING:** TENANT ☐ is not ☐ is (check one) assigned a parking space. If assigned a parking space it shall be designated as space # \_\_\_\_\_ TENANT may only park a vehicle that is registered in the TENANT'S name.

TENANT may not assign, sublet, or allow any other person to use this space. The TENANT uses this space exclusively for parking of passenger automobiles. No other type of vehicle or item may be stored in this space without prior written consent of LANDLORD. TENANT may not wash, repair, or paint in this space or at any other common area on the premises. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

**9. CONDITION OF PREMISES:** TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S; or TENANT'S invitee, misuse or negligence.

☐ TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred.

☐ TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item that normally causes blockage of the mechanism.

**10. ALTERATIONS:** TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent, TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

**11. LATE CHARGE/BAD CHECKS:** A late charge of 6% of the current rental amount shall be incurred if rent is not paid when due. If rent is not paid when due and landlord issues a 'Notice To Pay

Rent Or Quit', TENANT must tender cash or cashier's check only. If TENANT tenders a check, which is dishonored by a banking institution, then TENANT shall only tender cash or cashier's check for all future payments. This shall continue until such time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable in the sum of \$\_\_\_\_\_ for each check that is returned to LANDLORD because the check has been dishonored.

**12. NOISE AND DISRUPTIVE ACTIVITIES:** TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited.

**13. LANDLORD'S RIGHT OF ENTRY:** LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all right to enter pursuant to Civil Code Section 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced.

If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE -removing food items from cabinets so that the unit may be sprayed for pests)

**14. REPAIRS BY LANDLORD:** Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warrantee of habitability as stated in Code of Civil Procedure Section 1174.2.

**15. PETS:** No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LANDLORD'S written consent.

**16. FURNISHINGS:** No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer. In addition, TENANT must also be in full compliance with Civil Code Section 1940.5.

☐ TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit.

**17. INSURANCE:** TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.

It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care.

**18. TERMINATION OF LEASE/RENTAL AGREEMENT:** If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the approval of LANDLORD. Where said term is a month to month tenancy, either party may terminate this tenancy by the serving of a 30-day written notice.

**19. POSSESSION:** If premises cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the premises, or failure of previous TENANT to vacate, either party may terminate this agreement upon written notice to the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to LANDLORD will be immediately refunded to TENANT.

**20. ABANDONMENT:** It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred where the, within the meaning of Civil Code Section 1951.2, where rent has been unpaid for 14 consecutive days and the TENANT has been absent from unit for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of said notice in 18 days, the premises shall be deemed abandoned.

**21. WAIVER:** LANDLORD'S failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. If is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

**22. VALIDITY/SEVERABILITY:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

**23. ATTORNEY FEES:** In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees.

It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to

adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

**24. NOTICES:** All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to the landlord shall be served by mailing first class mail or by personal delivery to the manager's apartment or to:

---

**25. PERSONAL PROPERTY OF TENANT:** Once TENANT vacates the premises, the LANDLORD shall store all personal property left in the unit for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

**26. ADDITIONAL RENT:** All items owed under this lease shall be deemed additional rent.

**27. APPLICATION:** All statements in TENANT'S application must be true or this will constitute a material breach of this lease.

**28. GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of California.

**29. MEGAN'S LAW:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**30. ADDITIONAL TERMS:**

*TENNANT will pay 20% Custom Credit  
Revenue to NAC on top of BASE  
RATE - billed in arrears monthly.*

Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**31. ENTIRE AGREEMENT:** The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement.

TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

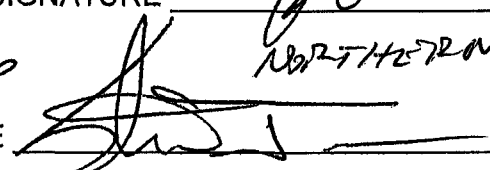
LANDLORD/AGENT'S SIGNATURE \_\_\_\_\_

DATE 10/27/2020

  
NORTHERN HOLDING, LLC

TENANT'S SIGNATURE \_\_\_\_\_

DATE 10-27-20

  
RRWS, LLC

TENANT'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**\*\*This document was electronically submitted  
to San Luis Obispo County for recording\*\***

**2019042149**

**Tommy Gong**  
San Luis Obispo - County Clerk-Recorder  
10/02/2019 11:07 AM

Recorded at the request of:  
**PACIFIC COAST TITLE**

**Titles: 1 Pages: 5**

**Fees: \$108.00  
Taxes: \$0.00  
Total: \$108.00**

RECORDING REQUEST BY

*Simplifile*

AND WHEN RECORDED MAIL TO

MORTGAGE LENDER SERVICES, INC.  
11707 Fair Oaks Blvd., Ste 202  
Fair Oaks, CA 95628

Trustee Sale No. 129680-1  
95311476

Loan No. 8060924-101 & 8278571-101

Space above this line for recorder's use only  
Title Order No.

APN 026-104-001; 026-342-039; 027-145-022 TRA No.

### NOTICE OF TRUSTEE'S SALE

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 03/05/2007. UNLESS YOU  
TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF  
YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU,  
YOU SHOULD CONTACT A LAWYER.**

**FARM CREDIT WEST, FLCA as the duly appointed Trustee WILL SELL AT PUBLIC  
AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money  
of the United States, by cash, a cashier's check drawn by a state or national bank, a check  
drawn by a state or federal credit union, or a check drawn by a state or federal savings and  
loan association, savings association, or savings bank specified in section 5102 of the  
Financial Code and authorized to do business in this state) all right, title and interest  
conveyed to and now held by it under said Deed of Trust described as follows:**

**Trustor(s): ERICH RUSSELL, ALSO KNOWN AS ERICH L. RUSSELL**

**Deed of Trust: recorded on 03/23/2007 as Document No. 2007-019418; Notice of  
Advance Under Deed of Trust recorded on 02/06/2009 as Document No. 2009005727 of  
official records in the Office of the Recorder of San Luis Obispo County, California.**

**Date of Trustee's Sale: 11/07/2019 at 11:00 AM**

**Trustee's Sale Location: In the breezeway adjacent to the County General Services  
Building, 1087 Santa Rosa Street, San Luis Obispo, CA 93408**

**The property situated in said County, California describing the land therein:**

**PARCEL A: APN 026,342,039 THE NORTHEAST QUARTER OF SECTION 12, IN  
TOWNSHIP 27 SOUTH, RANGE 11 EAST MOUNT DIABLO BASE AND MERIDIAN, IN THE  
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE  
OFFICIAL FLAT OF THE SURVEY OF SAID LAND APPROVED BY THE SURVEYOR  
GENERAL**

Trustee Sale No. 129880-1  
Loan No. 8080924-101 & 8278571-101  
Title Order No. 95311478  
APN 026-104-001; 026-342-039; 027-145-022

**PARCEL A-1: AN EASEMENT FOR UTILITY PURPOSES BEGINNING AT LIVE OAK ROAD AND EXTENDING NORTH OVER THE EAST 10 FEET ON THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27, RANGE 11, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND APPROVED BY THE SURVEYOR GENERAL.**

**PARCEL A-2: AN EASEMENT TO PROVIDE INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES TO THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, OVER, UNDER AND UPON A STRIP OF LAND 30 FEET WIDE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, AND LYING EQUALLY ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12, SAID CORNER BEING SHOWN AS A 1/2" REBAR CAPPED RCE 14994 IN BOOK 1, PAGE 159 OF OFFICIAL RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SOUTH 89°29'51" WEST, 1,393.11 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE SOUTH 20°22'08" WEST, 701.76 FEET TO A POINT WHICH BEARS SOUTH 70°16' EAST, 17.00 FEET FROM THE CENTER OF A 48' LIVE OAK TREE; THENCE SOUTH 10°30'20" WEST, 341.71 FEET TO A POINT WHICH BEARS SOUTH 79°29' EAST, 15.00 FEET FROM THE CENTER OF A CATTLE GUARD; THENCE SOUTH 79°29' EAST TO THE CENTER OF LIVE OAK ROAD (COUNTY ROAD NO. M5262). THE SIDE LINES OF THE ABOVE MENTIONED 30 FOOT STRIP SHALL BE LENGTHENED AND SHORTENED TO MEET THE BEGINNING AND ENDING BOUNDARY LINES.**

**PARCEL C: APN: 027,145,022 GOVERNMENT LOTS 3 AND 4 AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 12 EAST MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 13, 1985 AS INSTRUMENT NO. 052170 OF OFFICIAL RECORDS. EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN THE LAND OWNERS SHARE OF ROYALTIES FROM OIL, GAS, OTHER HYDROCARBONS, OR MINERALS ACTUALLY PRODUCED ON OR FROM SAID LAND OR ANY PART THEREOF, AS RESERVED BY GEORGE BLECHEN AND MARIE BLECHEN, HIS WIFE AND ELSIE LOOSE, A WIDOW IN DEED DATED MAY 16, 1958 AND RECORDED JUNE 10, 1958 IN BOOK 943, PAGE 507 OF OFFICIAL RECORDS. ALSO EXCEPTING 50% OF GRANTORS PRESENT INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND OTHER MINERALS THAT ARE ON OR MAY BE ON OR WITHIN SAID LANDS, TOGETHER WITH 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS AND OTHER MINERALS AS SAME MAY BE INCREASED UPON EXPIRATION OF ROYALTY INTERESTS AS RESERVED IN DEED DATED MAY 16, 1958 EXECUTED BY GEORGE**



BLECHEN AND MARIE BLECHEN, HIS WIFE AND BY ELSIE LOOSE, A WIDOW AND RECORDED JUNE 10, 1958 IN BOOK 943, PAGE 507 OF OFFICIAL RECORDS. SUCH MINERAL RESERVATIONS IN FAVOR OF GRANTORS HEREIN ARE WITHOUT ANY RIGHT OF ENTRY TO THE SURFACE OF SAID LAND AND ARE WITHOUT ANY RIGHT OF ENTRY TO THE FIRST 500 FEET ADJACENT TO AND LYING BENEATH THE SURFACE OF SAID LAND.

PARCEL C-1: A 30 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES OVER THAT PORTION OF LOT 4 OF "HOME OF THE ALMOND", IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 2, PAGE 17 OF MAPS, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF LOT 4, NORTH 0°30'00" WEST, 65.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL TO THE SOUTH LINE OF LOT 4, NORTH 89°45'00" WEST 203.81 FEET; THENCE SOUTH 73°38'54" WEST, 138.47 FEET; THENCE SOUTH 78°42'47" WEST, 52.18 FEET TO A POINT THAT LIES 15.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4; THENCE 15 FEET NORTHERLY OF AND PARALLEL TO SAID SOUTH LINE OF LOT 4, NORTH 89°45'00" WEST, 559.74 FEET TO THE WESTERLY LINE OF LOT 4.

PARCEL D: APN: 026,104,001 LOT 4 OF SECTION 5, LOTS 1, 2, 3 AND 4, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, ALL IN TOWNSHIP 26 SOUTH, RANGE 12 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPTING THEREFROM THAT PORTION LYING SOUTH OF SAN MARCOS ROAD. ALSO EXCEPTING THEREFROM 1/2 OF THE OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY ROBERT L. LINNETT, A MARRIED MAN AND HENRY C. BRIGHAM, A MARRIED MAN IN EQUAL SHARES BY DEED RECORDED JUNE 21, 1977 IN BOOK 1988, PAGE 755 OF OFFICIAL RECORDS.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: VINEYARDS, PASO ROBLES, CA 93446. Directions may be obtained by written request submitted to the beneficiary within 10 days after the first publication of this notice at the following address: Farm Credit West, FLCA c/o Mortgage Lender Services, Inc., 11707 Fair Oaks Blvd, Ste 202, Fair Oaks CA 95628

BENEFICIARY HEREBY ELECTS TO CONDUCT A UNIFIED FORECLOSURE SALE PURSUANT TO THE PROVISIONS OF CALIFORNIA COMMERCIAL CODE SECTION 9604(a)(1)(B) AND TO INCLUDE IN THE NON-JUDICIAL FORECLOSURE OF THE ESTATE DESCRIBED IN THIS NOTICE OF TRUSTEE'S SALE ALL OF THE PERSONAL PROPERTY AND FIXTURES, TOGETHER WITH REPLACEMENTS AND PROCEEDS, IF APPLICABLE, DESCRIBED IN THE SECURITY AGREEMENT DATED 03/05/2007 AND IN A UCC-1 FINANCING STATEMENT FILED WITH THE SECRETARY OF STATE, STATE OF CALIFORNIA ON 04/06/2004 AS DOCUMENT NO. 0410760031, AND BETWEEN THE ORIGINAL TRUSTOR AND THE ORIGINAL BENEFICIARY, AS IT MAY HAVE BEEN AMENDED FROM TIME TO TIME, AND PURSUANT TO ANY OTHER INSTRUMENTS BETWEEN THE TRUSTOR AND BENEFICIARY REFERENCING A SECURITY INTEREST IN PERSONAL PROPERTY. BENEFICIARY RESERVES ITS RIGHT TO REVOKE ITS ELECTION AS TO SOME OR ALL OF SAID PERSONAL PROPERTY AND/OR FIXTURES,

Trustee Sale No. 129680-1  
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Title Order No. 95311476  
APN 026-104-001; 026-342-039; 027-145-022.

OR TO ADD ADDITIONAL PERSONAL PROPERTY AND/OR FIXTURES TO THE ELECTION HEREIN EXPRESSED, AT BENEFICIARY'S SOLE ELECTION, FROM TIME TO TIME AND AT ANY TIME UNTIL THE CONSUMATION OF THE TRUSTEE'S SALE TO BE CONDUCTED PURSUANT TO THE DEED OF TRUST AND THIS NOTICE OF TRUSTEE'S SALE. A DESCRIPTION OF THE PERSONAL PROPERTY, WHICH WAS GIVEN AS SECURITY FOR TRUSTOR'S OBLIGATION IS: ALL NOW EXISTING AND AFTER ACQUIRED GOODS, FARM PRODUCTS, INVENTORY, ACCOUNTS, ACCOUNTS RECEIVABLE, DOCUMENTS, PAYMENT INTANGIBLES, CHATTEL PAPER, AND GENERAL INTANGIBLES, TOGETHER WITH ALL CROPS, GROWING OR TO BE GROWN ON THAT CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED ABOVE AND ALSO INCLUDING ALL NOW EXISTING AND AFTER ACQUIRED FIXTURES, MACHINERY, PARTS, ATTACHMENTS, ACCESSIONS, REPLACEMENTS, EQUIPMENT, AND WINERY EQUIPMENT INCLUDING BUT NOT LIMITED TO ALL BOTTLING LINE EQUIPMENT, WINERY TANKS AND ALL STAINLESS STEEL TANKS, TOGETHER WITH ALL INSURANCE PROCEEDS, WITHOUT LIMITATION, RECEIVED AS PAYMENT FOR THE LOSS AND/OR DAMAGE TO SAID COLLATERAL. NO WARRANTY IS MADE THAT ANY OR ALL OF THE PERSONAL PROPERTY STILL EXISTS OR IS AVAILABLE FOR THE SUCCESSFUL BIDDER AND NO WARRANTY IS MADE AS TO THE CONDITION OF ANY OF THE PERSONAL PROPERTY, WHICH SHALL BE SOLD "AS-IS, WHERE-IS".

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: **\$18,809,653.88 (Estimated)**. Accrued interest and additional advances, if any, will increase this figure prior to sale. The Beneficiary may elect to bid less than the full credit bid.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be

aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 916-939-0772 or visit this Internet Web site [www.nationwideposting.com](http://www.nationwideposting.com), using the file number assigned to this case 129680-1. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

Date: October 1, 2019

**MORTGAGE LENDER SERVICES, INC., as Agent for  
FARM CREDIT WEST, FLCA, as Trustee  
11707 Fair Oaks Blvd., Ste 202  
Fair Oaks, CA 95628  
(916) 962-3453**

Sale Information Line: 916-939-0772 or [www.nationwideposting.com](http://www.nationwideposting.com)

  
Marsha Townsend, Chief Financial Officer

**MORTGAGE LENDER SERVICES, INC. MAY BE A DEBT COLLECTOR ATTEMPTING TO  
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

**APN 027-145-022**

|   |   |
|---|---|
| Attorney or Party Name, Address, Telephone and FAX<br>Rokhsana D. Moradi (Bar No. 266572)<br>RESNIK HAYES MORADI LLP<br>17609 Ventura Blvd., Suite 314<br>Encino, CA 91316<br>Telephone: (818)285-0100<br>Facsimile: (818) 855-7013 |   |
| <input type="checkbox"/> Pro Se Debtor  |   |
| <b>OFFICE OF THE UNITED STATES TRUSTEE<br/>LOS ANGELES DIVISION</b>   | <b>SUBMIT TO UNITED STATES TRUSTEE<br/>– DO NOT FILE WITH COURT</b>   |
| In Re:<br><br><div style="text-align: center; padding-top: 20px;"> <b>Northern Holdings, LLC</b> </div> <div style="text-align: right; padding-top: 20px;">         Debtor-In-Possession.       </div>                              | Case Number:<br>8:20-bk-13014-MW<br><b>REAL PROPERTY QUESTIONNAIRE</b><br><br>CHECK ONE BOX:<br><div style="display: flex; justify-content: space-around; align-items: center;"> <input checked="" type="checkbox"/> Owned         <input type="checkbox"/> Being Purchased         <input type="checkbox"/> </div> |

Within seven (7) days after the filing of the petition, every chapter 11 Debtor in Possession which holds any interest in any parcel of real property shall provide the United States Trustee with a completed Real Property Questionnaire (form UST-5). Included within the meaning of the phrase "any interest in any parcel of real property" are real property leases, land sales contracts, open escrows and other transactions under with the Debtor presently may not be a titleholder of record.

The United States Trustee deems the requested information necessary to carry out his statutory responsibilities to monitor and evaluate all pending Chapter 11 cases in this District. Therefore, failure to timely and fully submit this form for each parcel of real property may result in the filing of a motion to dismiss this case, convert this case to one under Chapter 7 or for appointment of a Trustee. Consequently, the Debtor is required to fully answer each question contained in each section of this Questionnaire that applies to the particular parcel of real property involved. A separate Questionnaire is to be filed for each parcel of real property. If additional space is required for any answer, and continuation sheet specifying the Section and Question involved should be attached.

| <b>SECTION ONE: PROPERTY OWNED OR BEING PURCHASED BY DEBTOR</b> |  |
|---|--|
| A.  | Address of property including county and state in which it is located:<br><br>APN 027-145-022; no street address for this property, access through 1172 San Marcos Road, Paso Robles, CA 93446 |
| B.  | Legal Description of Property (i.e. Lot and Tract Number, including Tax Assessor's I.D. Number)<br><br>APN 027-145-022   |
| C.  | Percentage interest in the property owned by the Debtor: <b>100%</b>   |
| D.  | Date of Debtor's Acquisition of the Property: 10/28/2020<br><br>Purchase Price: \$ <b>4,300,000</b>  |

In Re: Northern Holdings, LLC

Debtor.

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E. Type of real property (i.e. single family residence, condominium, apartment bldg., office bldg., commercial, industrial, unimproved.)

Farm and ranch

F. Description of property (i.e. square footage, number of units, number of offices, amenities, condition):

lot size 6,751,800

G. Development status of property:

(1) Permits (type, date issued, expiration date):

N/A

(2) In construction (date of commencement, estimated date and cost of completion, name of construction lender):

(3) Rehabilitation (specify nature, cost and status of rehabilitation effort):

H. Present Fair Market Value: \$ 4,300,000

I. State source and basis of the above fair market value: (attach a copy of latest appraisal)

Appraisal

J. Does the property meet all federal, state, and local requirements including, but not limited to; health, building, safety, OSHA, earthquake and fire regulations? ☒ YES ☐ NO (If the answer is "NO," briefly explain and attach copies of any complaints, citations and/or recorded documents which specify the substance of the alleged violations)

K. State the name of the titleholder of records as of the date of the filing of the Petition:

Northern Holdings, LLC

L. State the name of the Grantor of the property to the titleholder set forth in "K" above:

Erich Russell

|  |                                      |
|--|--------------------------------------|
| In Re: Northern Holdings, LLC<br>Debtor. | Case No.:<br><b>8:20-bk-13014-MW</b> |
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|    |  |
|----|--|
| M. | Is the titleholder, specified in "K" above, the Debtor in this Chapter 11 proceeding? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>(If "NO," explain why the titleholder and the Debtor are different persons/entities)  |
| N. | State the date of the last transfer of any interest in the property and the name of the transferor and transferee:<br>10/28/2020   |
| O. | Was title to the property transferred to the Debtor within ninety (90) days prior to the filing of the Chapter 11 Petition?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," state the reason for the transfer)   |
| P. | If the Debtor is a partnership, did all of the general partners consent to the filing of the Chapter 11 Petition?<br><input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," attach documentation to indicate such consent was given by all partners, if "NO," explain why all did not consent and identify each non-consenting partner).<br>N/A   |
| Q. | Is the property currently occupied? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  |
| R. | Does the Debtor, its principals or any other person or entity related to the Debtor or its principals occupy or use any portion of the property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," state the name of the tenant, nature of the relationship to the Debtor and terms of the agreement, if any)<br>Debtor will contract with third party to farm and will receive revenue from fruit sales. |
| S. | Does any other person/entity other than the Debtor use, lease or occupy any portion of the property? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>(If "YES," state name of each person/entity, whether it is relation, affiliated or doing business with the Debtor or any principal of the Debtor, and state the terms of such use, lease or occupancy)   |
| T. | Has the Bankruptcy Petition been recorded in the Office of the Recorder of the county in which this property is located?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "YES," state the Date of Recordation and Instrument Number or Book and Page Number)  |

|   |                                   |
|---|-----------------------------------|
| In Re: <b>Northern Holdings, LLC</b><br><div style="text-align: right; margin-top: 10px;">Debtor.</div> | Case No.: <b>8:20-bk-13014-MW</b> |
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| <b>SECTION TWO: FINANCIAL STATUS OF OWNED PROPERTY</b>  |                           |                                   |                                |
|---|---------------------------|-----------------------------------|--------------------------------|
| A. List Voluntary encumbrances of record against the property (e.g. mortgages, stipulated judgments):   |                           |                                   |                                |
| Lender Name   | Current Principal Balance | Installment Amount                | Frequency (Mo/Qtr/Yr)          |
| 1st: <b>Farm Credit West</b>  | <b>19, 863</b>            | <b>cross collateralized</b>       | <b>loan with 2 other APN's</b> |
| 2nd:  |                           |                                   |                                |
| 3rd:  |                           |                                   |                                |
| 4th:  |                           |                                   |                                |
| Maturity Date   | Date of Last Payment      | Number of Delinquent Installments |                                |
| 1st:  |                           |                                   |                                |
| 2nd:  |                           |                                   |                                |
| 3rd:  |                           |                                   |                                |
| 4th:  |                           |                                   |                                |
| B. List involuntary encumbrances of record against the property (tax, mechanics's and other liens, judgments, lis pendens):   |                           |                                   |                                |
| Type of lien  | Amount Claimed            | Date of recordation               |                                |
|   |                           |                                   |                                |
|   |                           |                                   |                                |
|   |                           |                                   |                                |
|   |                           |                                   |                                |
| C. Was a Notice of Default and/or a Notice of Sale recorded prior to the filing of the bankruptcy petition? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>(If "YES," state which document was recorded, the name of the lender, and the date of recordation)       |                           |                                   |                                |
| <b>Notice of Trustee Sale dated 10/2/2019</b>   |                           |                                   |                                |
| D. Property Taxes:<br>(1) Assessed value of property per latest real property Tax Bill \$ <b>1,221,443</b><br><br>(2) Annual taxes and installment due dates: <b>\$13,237 April &amp; December</b><br><br>(3) Indicate the due dates and amounts of any Tax Bills which have not been paid: |                           |                                   |                                |



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**SECTION THREE: SALE OF PROPERTY**

A. Has a real estate broker been employed? ☐ YES ☒ NO (If "YES," state the name of the broker, name of the salesperson, date employed, company name, address and telephone number and the listing agreement expiration date)

N/A

B. Has an application to employ the broker been filed with the court? ☐ YES ☐ NO

C. How long as the property been listed or advertised for sale with the current broker?

D. Has any written offer been received? ☐ YES ☐ NO (If "YES," state the terms of each such written offer)

E. What is the date the property was first listed for sale with any broker?

F. What is the current listing price? (attach a copy of the listing agreement) \$

G. Have other attempts been made to sell the property? ☐ YES ☐ NO (If "YES," for each such attempt, state the date, asking price and result)

H. Explain other alternatives considered as to the disposition of the property (i.e. refinancing, capital infusion, stipulation with lender):

**SECTION FOUR: PURCHASE OF PROPERTY**

A. Is the Debtor currently purchasing this parcel of real property? ☐ YES ☒ NO (If "YES," state the name, address and telephone number of the seller)

N/A

B. Is the Debtor a party to a land Sales Contract or other arrangement by which actual title is to be taken at some point in the future? ☐ YES ☐ NO (If "YES," attach a copy of any written documents which state the terms of such transaction).

C. If an escrow has been opened, state the escrow company name, name of escrow officer, address, and telephone number: (attach a copy of the purchase agreement and Escrow Instruction)

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| D.   | What is the purchase price? \$   |
| <b>SECTION FIVE: PROPERTY LEASED BY DEBTOR AS LESSEE</b> |  |
| A.   | Address of property including county and state in which it is located:<br>N/A  |
| B.   | Type of real property (i.e., single family residence, condominium, apartment bldg., office bldg., commercial, industrial, unimproved):   |
| C.   | Description of property (i.e. square footage, number of units, number of offices, amenities, condition)?   |
| D.   | Is the Debtor or any principal of the Debtor affiliated with or related to the lessor? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," explain the relationship) |
| E.   | Does a written lease exist? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," attach a copy of the lease).   |
| F.   | Lease payment amount: \$ _____ per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year   |
| G.   | Number of pre-petition delinquent payments:  |
| H.   | Total dollar amount of pre-petition delinquent lease and related payments: \$  |
| I.   | Specify the type, amount and date of any deposits paid to the lessor (i.e., security deposits, first and last months' rent)  |
| J.   | Describe provisions in the lease for increases in the lease payments:  |
| K.   | Describe type of lease (i.e. triple net, minimum plus percentage of sales, gross lease) and state basic lease terms:   |
| L.   | When did the lease commence?<br>When is the lease termination date?  |

|   |   |
|---|---|
| In Re: <b>Northern Holdings, LLC</b><br><br><div style="text-align: right;">Debtor.</div> | Case No.:<br><div style="font-size: 1.2em; font-weight: bold;">8:20-bk-13014-MW</div> |
|---|---|

M. Does the lease provide any options to extend the term of the lease? ☐ YES ☐ NO (If "YES," describe each option)

N. List the improvements made and fixtures installed by the Debtor (i.e., items so attached or integrated with the property so as to render them legally non-removable) and state the cost:

**SECTION SIX: INSURANCE**

A. State the following as to each policy of insurance (attach a copy of the declaration page of each current policy):

| Type of Insurance | Name of Ins Agent  | Ins Company           | Policy Number  | Amt. of Coverage      | Exp. Date |
|-------------------|--------------------|-----------------------|----------------|-----------------------|-----------|
| General Liability | Patricia Marroquin | Federal Insurance Co. | 3605-90-82 WCE | \$1,000,000/5,839,100 | 4/15/2021 |
|                   |                    |                       |                |                       |           |
|                   |                    |                       |                |                       |           |
|                   |                    |                       |                |                       |           |
|                   |                    |                       |                |                       |           |
|                   |                    |                       |                |                       |           |

B. If any policy payments are delinquent, so state and provide the amount and number of installments that are past due:

**SECTION SEVEN: INCOME FROM RENTAL OF PROPERTY**

A. What is the actual gross monthly income being received from rental of the property? \$ N/A

B. What is the current occupancy rate and the square footage presently being leased?

C. If the property were fully leased, state the anticipated gross monthly income: \$

D. Itemize the total monthly expenses *excluding* debt service:

Insurance \$1,066

In Re: Northern Holdings, LLC

Debtor.

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E. Is there any person or entity managing the property? ☐ YES ☒ NO (If "YES," state the name, address, and telephone number of the managing person/company and attach a copy of the management company's fidelity bond)

F. What are the terms of the management agreement? (If written, attach a copy of the agreement)

N/A

G. Is the manager of the property related to or affiliated with the Debtor in any way? ☐ YES ☐ NO (If "YES," explain the relationship or affiliation)

H. Is any person and/or entity occupying any portion of the property at a reduced rental rate or at no rental charge? ☐ YES ☐ NO (If "YES," explain fully)

I declare under penalty of perjury that the answers contained in the foregoing Real Property Questionnaire are true and correct to the best of my knowledge, information and belief. I have full authority to make the above answers on behalf of the debtor in possession.

Dated:

11/3/2020

Print Name and Title of Authorized Agent for Debtor in Possession

Leroy Coddington, Managing Member

Signature of Authorized Agent for Debtor in Possession

**2380 LIVE OAK ROAD**

|   |   |
|---|---|
| Attorney or Party Name, Address, Telephone and FAX<br>Rokhsana D. Moradi (Bar No. 266572)<br>RESNIK HAYES MORADI LLP<br>17609 Ventura Blvd., Suite 314<br>Encino, CA 91316<br>Telephone: (818)285-0100<br>Facsimile: (818) 855-7013 |   |
| <input type="checkbox"/> Pro Se Debtor  |   |
| <b>OFFICE OF THE UNITED STATES TRUSTEE<br/>LOS ANGELES DIVISION</b>   | <b>SUBMIT TO UNITED STATES TRUSTEE<br/>– DO NOT FILE WITH COURT</b>   |
| In Re:<br><br><div style="text-align: center; padding-top: 20px;"> <b>Northern Holdings, LLC</b> </div>   | Case Number:<br>8:20-bk-13014-MW<br><b>REAL PROPERTY QUESTIONNAIRE</b><br><br>CHECK ONE BOX:<br><br><div style="display: flex; justify-content: space-between;"> <span>Debtor-In-Possession. <input checked="" type="checkbox"/> Owned</span> <span><input type="checkbox"/> Being Purchased <input type="checkbox"/></span> </div> |

Within seven (7) days after the filing of the petition, every chapter 11 Debtor in Possession which holds any interest in any parcel of real property shall provide the United States Trustee with a completed Real Property Questionnaire (form UST-5). Included within the meaning of the phrase "any interest in any parcel of real property" are real property leases, land sales contracts, open escrows and other transactions under with the Debtor presently may not be a titleholder of record.

The United States Trustee deems the requested information necessary to carry out his statutory responsibilities to monitor and evaluate all pending Chapter 11 cases in this District. Therefore, failure to timely and fully submit this form for each parcel of real property may result in the filing of a motion to dismiss this case, convert this case to one under Chapter 7 or for appointment of a Trustee. Consequently, the Debtor is required to fully answer each question contained in each section of this Questionnaire that applies to the particular parcel of real property involved. A separate Questionnaire is to be filed for each parcel of real property. If additional space is required for any answer, and continuation sheet specifying the Section and Question involved should be attached.

| <b>SECTION ONE: PROPERTY OWNED OR BEING PURCHASED BY DEBTOR</b> |   |
|---|---|
| <b>A.</b>   | Address of property including county and state in which it is located:<br><br><div style="padding-top: 20px;">         2380 Live Oak Road, Paso Robles, CA 93446       </div> |
| <b>B.</b>   | Legal Description of Property (i.e. Lot and Tract Number, including Tax Assessor's I.D. Number)<br><br><div style="padding-top: 20px;">         APN 026-342-039       </div>  |
| <b>C.</b>   | Percentage interest in the property owned by the Debtor: <b>100%</b>  |
| <b>D.</b>   | Date of Debtor's Acquisition of the Property: 10/28/2020<br><br>Purchase Price: \$ <b>9,700,000</b>   |

In Re: Northern Holdings, LLC

Debtor.

Case No.:

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E. Type of real property (i.e. single family residence, condominium, apartment bldg., office bldg., commercial, industrial, unimproved.)

2 homes

F. Description of property (i.e. square footage, number of units, number of offices, amenities, condition):

3 bedroom 4 bathrooms 7,063 sq ft 6,969,600 lot size

G. Development status of property:

(1) Permits (type, date issued, expiration date):

N/A

(2) In construction (date of commencement, estimated date and cost of completion, name of construction lender):

(3) Rehabilitation (specify nature, cost and status of rehabilitation effort):

H. Present Fair Market Value: \$ 9,700,000

I. State source and basis of the above fair market value: (attach a copy of latest appraisal)

Appraisal

J. Does the property meet all federal, state, and local requirements including, but not limited to; health, building, safety, OSHA, earthquake and fire regulations? ☒ YES ☐ NO (If the answer is "NO," briefly explain and attach copies of any complaints, citations and/or recorded documents which specify the substance of the alleged violations)

K. State the name of the titleholder of records as of the date of the filing of the Petition:

Northern Holdings, LLC

L. State the name of the Grantor of the property to the titleholder set forth in "K" above:

Erich Russell

|  |                                      |
|--|--------------------------------------|
| In Re: Northern Holdings, LLC<br>Debtor. | Case No.:<br><b>8:20-bk-13014-MW</b> |
|--|--------------------------------------|

|    |  |
|----|--|
| M. | Is the titleholder, specified in "K" above, the Debtor in this Chapter 11 proceeding? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>(If "NO," explain why the titleholder and the Debtor are different persons/entities)  |
| N. | State the date of the last transfer of any interest in the property and the name of the transferor and transferee:<br>10/28/2020   |
| O. | Was title to the property transferred to the Debtor within ninety (90) days prior to the filing of the Chapter 11 Petition?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," state the reason for the transfer)   |
| P. | If the Debtor is a partnership, did all of the general partners consent to the filing of the Chapter 11 Petition?<br><input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," attach documentation to indicate such consent was given by all partners, if "NO," explain why all did not consent and identify each non-consenting partner).<br>N/A   |
| Q. | Is the property currently occupied? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  |
| R. | Does the Debtor, its principals or any other person or entity related to the Debtor or its principals occupy or use any portion of the property? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," state the name of the tenant, nature of the relationship to the Debtor and terms of the agreement, if any)<br>Erich Russell (former owner)  |
| S. | Does any other person/entity other than the Debtor use, lease or occupy any portion of the property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>(If "YES," state name of each person/entity, whether it is relation, affiliated or doing business with the Debtor or any principal of the Debtor, and state the terms of such use, lease or occupancy)<br>Erich Russell \$12,000 |
| T. | Has the Bankruptcy Petition been recorded in the Office of the Recorder of the county in which this property is located?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "YES," state the Date of Recordation and Instrument Number or Book and Page Number)  |



|   |                                   |
|---|-----------------------------------|
| In Re: <b>Northern Holdings, LLC</b><br><br><div style="text-align: right;">Debtor.</div> | Case No.: <b>8:20-bk-13014-MW</b> |
|---|-----------------------------------|

**SECTION TWO: FINANCIAL STATUS OF OWNED PROPERTY**

A. List Voluntary encumbrances of record against the property (e.g. mortgages, stipulated judgments):

| Lender Name                  | Current Principal Balance | Installment Amount                | Frequency (Mo/Qtr/Yr)          |
|------------------------------|---------------------------|-----------------------------------|--------------------------------|
| 1st: <b>Farm Credit West</b> | <b>\$19,632.00</b>        | <b>cross collateralized</b>       | <b>loan with 2 other APN's</b> |
| 2nd:                         |                           |                                   |                                |
| 3rd:                         |                           |                                   |                                |
| 4th:                         |                           |                                   |                                |
| Maturity Date                | Date of Last Payment      | Number of Delinquent Installments |                                |
| 1st:                         |                           |                                   |                                |
| 2nd:                         |                           |                                   |                                |
| 3rd:                         |                           |                                   |                                |
| 4th:                         |                           |                                   |                                |

B. List involuntary encumbrances of record against the property (tax, mechanics's and other liens, judgments, lis pendens):

| Type of lien | Amount Claimed | Date of recordation |
|--------------|----------------|---------------------|
|              |                |                     |
|              |                |                     |
|              |                |                     |
|              |                |                     |

C. Was a Notice of Default and/or a Notice of Sale recorded prior to the filing of the bankruptcy petition? ☒ YES ☐ NO  
(If "YES," state which document was recorded, the name of the lender, and the date of recordation)

**Notice of Trustee Sale dated 10/2/2019**

D. Property Taxes:

(1) Assessed value of property per latest real property Tax Bill **\$2,521,736**

(2) Annual taxes and installment due dates: **\$27,252 April & December**

(3) Indicate the due dates and amounts of any Tax Bills which have not been paid:

In Re: Northern Holdings, LLC

Debtor.

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**SECTION THREE: SALE OF PROPERTY**

A. Has a real estate broker been employed? ☐ YES ☒ NO (If "YES," state the name of the broker, name of the salesperson, date employed, company name, address and telephone number and the listing agreement expiration date)

N/A

B. Has an application to employ the broker been filed with the court? ☐ YES ☐ NO

C. How long as the property been listed or advertised for sale with the current broker?

D. Has any written offer been received? ☐ YES ☐ NO (If "YES," state the terms of each such written offer)

E. What is the date the property was first listed for sale with any broker?

F. What is the current listing price? (attach a copy of the listing agreement) \$

G. Have other attempts been made to sell the property? ☐ YES ☐ NO (If "YES," for each such attempt, state the date, asking price and result)

H. Explain other alternatives considered as to the disposition of the property (i.e. refinancing, capital infusion, stipulation with lender):

**SECTION FOUR: PURCHASE OF PROPERTY**

A. Is the Debtor currently purchasing this parcel of real property? ☐ YES ☒ NO (If "YES," state the name, address and telephone number of the seller)

B. Is the Debtor a party to a land Sales Contract or other arrangement by which actual title is to be taken at some point in the future? ☐ YES ☐ NO (If "YES," attach a copy of any written documents which state the terms of such transaction).

C. If an escrow has been opened, state the escrow company name, name of escrow officer, address, and telephone number: (attach a copy of the purchase agreement and Escrow Instruction)

|  |                                      |
|--|--------------------------------------|
| In Re: Northern Holdings, LLC<br>Debtor. | Case No.:<br><b>8:20-bk-13014-MW</b> |
|--|--------------------------------------|

|  |  |
|--|--|
| D.   | What is the purchase price? \$   |
| <b>SECTION FIVE: PROPERTY LEASED BY DEBTOR AS LESSEE</b> |  |
| A.   | Address of property including county and state in which it is located:<br>N/A  |
| B.   | Type of real property (i.e., single family residence, condominium, apartment bldg., office bldg., commercial, industrial, unimproved):   |
| C.   | Description of property (i.e. square footage, number of units, number of offices, amenities, condition)?   |
| D.   | Is the Debtor or any principal of the Debtor affiliated with or related to the lessor? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," explain the relationship) |
| E.   | Does a written lease exist? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES," attach a copy of the lease).   |
| F.   | Lease payment amount: \$ per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year   |
| G.   | Number of pre-petition delinquent payments:  |
| H.   | Total dollar amount of pre-petition delinquent lease and related payments: \$  |
| I.   | Specify the type, amount and date of any deposits paid to the lessor (i.e., security deposits, first and last months' rent)  |
| J.   | Describe provisions in the lease for increases in the lease payments:  |
| K.   | Describe type of lease (i.e. triple net, minimum plus percentage of sales, gross lease) and state basic lease terms:   |
| L.   | When did the lease commence?<br>When is the lease termination date?  |

In Re: Northern Holdings, LLC

Debtor.

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M. Does the lease provide any options to extend the term of the lease? ☐ YES ☐ NO (If "YES," describe each option)

N. List the improvements made and fixtures installed by the Debtor (i.e., items so attached or integrated with the property so as to render them legally non-removable) and state the cost:

#### SECTION SIX: INSURANCE

A. State the following as to each policy of insurance (attach a copy of the declaration page of each current policy):

| Type of Insurance | Name of Ins Agent  | Ins Company           | Policy Number  | Amt. of Coverage      | Exp. Date |
|-------------------|--------------------|-----------------------|----------------|-----------------------|-----------|
| General Liability | Patricia Marroquin | Federal Insurance Co. | 3605-90-82 WCE | \$1,000,000/5,839,100 | 4/15/2021 |
|                   |                    |                       |                |                       |           |
|                   |                    |                       |                |                       |           |
|                   |                    |                       |                |                       |           |
|                   |                    |                       |                |                       |           |
|                   |                    |                       |                |                       |           |

B. If any policy payments are delinquent, so state and provide the amount and number of installments that are past due:

#### SECTION SEVEN: INCOME FROM RENTAL OF PROPERTY

A. What is the actual gross monthly income being received from rental of the property? \$ 12,000

B. What is the current occupancy rate and the square footage presently being leased?

100%

C. If the property were fully leased, state the anticipated gross monthly income: \$

D. Itemize the total monthly expenses *excluding* debt service:

insurance \$1,066

In Re: Northern Holdings, LLC

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E. Is there any person or entity managing the property? ☐ YES ☐ NO (If "YES," state the name, address, and telephone number of the managing person/company and attach a copy of the management company's fidelity bond)

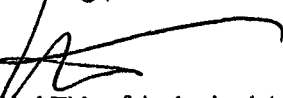
F. What are the terms of the management agreement? (If written, attach a copy of the agreement)

G. Is the manager of the property related to or affiliated with the Debtor in any way? ☐ YES ☐ NO (If "YES," explain the relationship or affiliation)

H. Is any person and/or entity occupying any portion of the property at a reduced rental rate or at no rental charge? ☐ YES ☐ NO (If "YES," explain fully)

I declare under penalty of perjury that the answers contained in the foregoing Real Property Questionnaire are true and correct to the best of my knowledge, information and belief. I have full authority to make the above answers on behalf of the debtor in possession.

Dated:

11/31/2020  


Print Name and Title of Authorized Agent for Debtor in Possession

Leroy Coddington, Managing Member

Signature of Authorized Agent for Debtor in Possession

|   |                      |                      |  |
|---|----------------------|----------------------|--|
| Attorney or Party Name, Address, Telephone and FAX<br><b>Roksana D. Moradi-Brovia (Bar No. 266572)</b><br><b>RESNIK HAYES MORADI LLP</b><br><b>17609 Ventura Blvd., Suite 314</b><br><b>Encino, CA 91316</b><br><b>Telephone: (818)285-0100</b>   |                      |                      |  |
| <input type="checkbox"/> Debtor   |                      |                      |  |
| <b>OFFICE OF THE UNITED STATES TRUSTEE</b><br><b>LOS ANGELES DIVISION</b>   |                      |                      | <b>SUBMIT TO UNITED STATES TRUSTEE - Do not file with the Court</b>  |
| In Re:<br><br><div style="text-align: center; font-size: 1.2em;">Northern Holdings, LLC</div>   |                      |                      | Case Number: <b>8:20-bk-13014-MW</b><br><br><b>Attorney's 7 Day Package Checklist</b><br><br><input checked="" type="checkbox"/> Check this box to indicate that this checklist<br>amendments or supplements previously filed<br>checklist<br>Amendment No. <u>2</u> |
| Debtor-In-Possession  |                      |                      |  |
| <b>You must attach each of the following documents or a satisfactory explanation of your failure to attach a document. Failure to submit these documents in a timely fashion may result in a motion to convert or dismiss the case. The submission of documents that are incomplete or not prepared in accordance with UTSP guidelines and requirements will be treated as a failure to submit.</b> |                      |                      |  |
| Document Attached   | Previously Submitted | Explanation Attached | REQUIRED DOCUMENTS   |
|   | X                    |                      | 1. Declaration of Debtor Regarding Compliance with UST Guidelines and Requirements for Chapter 11 Debtors in Possession  |
|   | X                    |                      | 1.1. Real Property   |
| X   | X                    |                      | 1.2. Bank Account Information  |
|   | X                    |                      | 1.3. Insurance Coverage  |
|   |                      | N/A                  | 1.4. Proof of Required Certificates and Licenses   |
|   | X                    |                      | 1.5. List of Insiders  |
|   |                      |                      | 1.6. Financial Statements  |
|   |                      | N/A                  | 1.7. Health Care Business  |
|   |                      | N/A                  | 1.8. Trust Agreements  |
|   |                      | TBA                  | 1.9. Recordation of Chapter 11 Petition  |
|   | X                    |                      | 1.10. Federal and State Tax Returns  |
|   | X                    |                      | 1.11. Employee Benefit Plans   |
|   | X                    |                      | 2. Projected cash flow statement for the first ninety (90) days from the initial filing date   |
|   | X                    |                      | 3. Statement of Major Issues and Timetable Report  |

☒ I have read and understood the Guidelines and Requirements for Chapter 11 Debtors In Possession.

Date : 11/6/2020

Resnik Hayes Moradi LLP


Law Firm Name

By: /s/ Roksana D. Moradi-Brovia, Esq.

Attorney for Debtor or Debtor In Pro Per

Date : 11/6/2020

I HEREBY APPROVE THE ATTACHED

  
 Signature of Debtor

(Image of Original Signatures Required)

EXHIBIT F

## CALIFORNIA RESIDENTIAL LEASE/RENTAL AGREEMENT

LANDLORD NORTHERN HOLDING LLC

TENANT(S) ERICH & JOANNE RUSSELL

PROPERTY ADDRESS: 2380 LIVE OAK RD  
PALM BEACH CA

1. **RENTAL AMOUNT:** Beginning 10/27/, 2020 TENANT agrees to pay LANDLORD the sum of \$ 1200 per month in advance on the \_\_\_\_ day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location: From Vineyard Consulting income. Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement.

2. **TERM:** The premises are leased on the following lease term: (please check one item only)

☐ Month-to-Month

(or)

☐ Until 1/1, 2022.

3. **SECURITY DEPOSITS:** TENANT shall deposit with landlord the sum of \$ \_\_\_\_\_ as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have left, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code Section 1950.5. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

4. **INITIAL PAYMENT:** TENANT shall pay the first month rent of \$ \_\_\_\_\_ and the security deposit in the amount of \$ \_\_\_\_\_ for a total of \$ \_\_\_\_\_. Said payment shall be made in the form of cash or cashier's check and is all due prior to occupancy.

5. **OCCUPANTS:** The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons: \_\_\_\_\_

If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$\_\_\_\_\_ for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

**6. SUBLETTING OR ASSIGNING:** TENANT agrees not to assign or sublet the premises or any part thereof, without first obtaining written permission from LANDLORD.

**7. UTILITIES:** TENANT shall pay for all utilities and/or services supplied to the premises with the following exception: \_\_\_\_\_

**8. PARKING:** TENANT ☐ is not ☐ is (check one) assigned a parking space. If assigned a parking space it shall be designated as space #\_\_\_\_\_ TENANT may only park a vehicle that is registered in the TENANT'S name.

TENANT may not assign, sublet, or allow any other person to use this space. The TENANT uses this space exclusively for parking of passenger automobiles. No other type of vehicle or item may be stored in this space without prior written consent of LANDLORD. TENANT may not wash, repair, or paint in this space or at any other common area on the premises. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

**9. CONDITION OF PREMISES:** TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence.

☐ TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred.

☐ TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item that normally causes blockage of the mechanism.

**10. ALTERATIONS:** TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent, TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

**11. LATE CHARGE/BAD CHECKS:** A late charge of 6% of the current rental amount shall be incurred if rent is not paid when due. If rent is not paid when due and landlord issues a 'Notice To Pay



Rent Or Quit', TENANT must tender cash or cashier's check only. If TENANT tenders a check, which is dishonored by a banking institution, then TENANT shall only tender cash or cashier's check for all future payments. This shall continue until such time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable in the sum of \$\_\_\_\_\_ for each check that is returned to LANDLORD because the check has been dishonored.

**12. NOISE AND DISRUPTIVE ACTIVITIES:** TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited.

**13. LANDLORD'S RIGHT OF ENTRY:** LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all right to enter pursuant to Civil Code Section 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced.

If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE -removing food items from cabinets so that the unit may be sprayed for pests)

**14. REPAIRS BY LANDLORD:** Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warrantee of habitability as stated in Code of Civil Procedure Section 1174.2.

**15. PETS:** No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LANDLORD'S written consent.

**16. FURNISHINGS:** No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer. In addition, TENANT must also be in full compliance with Civil Code Section 1940.5.

☐ TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit.

**17. INSURANCE:** TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.

It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care.

**18. TERMINATION OF LEASE/RENTAL AGREEMENT:** If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the approval of LANDLORD. Where said term is a month to month tenancy, either party may terminate this tenancy by the serving of a 30-day written notice.

**19. POSSESSION:** If premises cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the premises, or failure of previous TENANT to vacate, either party may terminate this agreement upon written notice to the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to LANDLORD will be immediately refunded to TENANT.

**20. ABANDONMENT:** It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred where the, within the meaning of Civil Code Section 1951.2, where rent has been unpaid for 14 consecutive days and the TENANT has been absent from unit for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of said notice in 18 days, the premises shall be deemed abandoned.

**21. WAIVER:** LANDLORD'S failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. If is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

**22. VALIDITY/SEVERABILITY:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

**23. ATTORNEY FEES:** In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees.

It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to

adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

**24. NOTICES:** All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to the landlord shall be served by mailing first class mail or by personal delivery to the manager's apartment or to:

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**25. PERSONAL PROPERTY OF TENANT:** Once TENANT vacates the premises, the LANDLORD shall store all personal property left in the unit for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

**26. ADDITIONAL RENT:** All items owed under this lease shall be deemed additional rent.

**27. APPLICATION:** All statements in TENANT'S application must be true or this will constitute a material breach of this lease.

**28. GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of California.

**29. MEGAN'S LAW:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**30. ADDITIONAL TERMS:**

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**Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**31. ENTIRE AGREEMENT:** The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement.

TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.


LANDLORD/AGENT'S SIGNATURE

DATE

  
NORTHERN HOLDINGS, LLC



TENANT'S SIGNATURE

DATE 10/22/2020

  
~~NORTHERN~~

TENANT'S SIGNATURE

DATE 10-27-20

DATE 10-27-20

**Exhibit "G"**

**AGREEMENT TO PURCHASE AND SELL A CORPORATION AND ASSETS**  
**as of 10/27/2020**

This serves as a purchase and sale agreement ("PSA") between the Parties identified below ("Buyer" and "Seller") for the purpose of defining and executing a definitive Purchase and Sale Agreement ("PSA") of a corporation, its assets and wine inventory.

Fluid Wine Fund I, LLC ("Buyer") wishes to acquire, and Northern Holding, LLC, ("Seller") wishes to sell the corporation and its assets including inventory, brands, and intellectual property related to Rabbit Ridge Wine Sales, Inc. The following terms shall apply to the sale of RFV/ RRWS:

**Purchase Price:** Two point five million (\$2,500,000) for Seller's right, title and interest in RRWS. Plus, Wine Inventory, both cased goods and bulk, subject to review of current wine inventory list, IP, all brands, bank accounts, equipment, tasting room lease and customer lists.

Seller shall assign EDIL and payables at close. As well receivables shall be assigned. In addition a cash amount of \$163,050.00 shall be left in company to cover short term operating expenses. RRWS and its assets are being sold As-Is.

**Seller Notes:** Fluid Wine Fund, LLC entity will have notes due Seller as follows:

- 1) In the amount of \$2,500,000 for the balance of purchase price The note will accrue 4.5% interest annually. Principal and interest are due in a balloon payment at 5 years. Seller shall leave \$163,050.00 cash in at close.
- 2) Buyer will issue Seller a 90-day note at 5.5% annual interest compounded monthly for the \$163,050.00 cash at close. This amount can be pre-paid without penalty to cover lease payments and other obligations.

**Purchase Funds:** Buyer states that all purchase funds are in the form of debt assumptions and seller note.

**Timing & Due Diligence:**

**Due Diligence:** Buyer removes all contingencies upon mutual execution of PSA. However, Buyer may continue to perform inspections and tests as required by Buyer (provided that Buyer may not conduct invasive tests without the prior consent of Seller, which consent may be granted or withheld by Seller in its sole discretion), in all cases at Buyer's sole cost.

Close shall occur 10/27/2020 upon mutual execution of PSA, unless amended.

**2020 Crop:** Buyer is responsible for 2020 intake.

**Seller's Documents:** Seller shall provide to Buyer, as reasonably available after Opening of Escrow, any and all due diligence materials as are reasonably requested by Buyer and which are in the possession of Seller.

**Confidentiality:** Buyer and Seller agree that all terms of this PSA and the PSA shall remain confidential and shall not be disclosed to third parties, except legal and financial advisors of

Buyer and Seller, staff personnel, and those parties necessary to arrange and fund the acquisition and development financing.

**Disclaimer and Indemnification:** All statements and terms contained in this Agreement are based on Owner's current assumptions and knowledge as of the date of its presentation. Seller and Seller's Agent offer no warranty, and advise Buyer to rely solely on Buyer's discovery. Seller holds Buyer harmless and indemnifies Buyer from liability resulting from this transaction.

Accepted and Agreed to:

Seller: [Signature] Date: 12/27/2020  
Lee Coddling  
Northern Holding, LLC

Buyer: [Signature] Date: 10/27/2020  
Lee Coddling  
Fluid Wine Fund I, LLC

See Attached for  
Notary Certificate

cc: Steven Jones

W

## California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Luis Obispo } s.s.

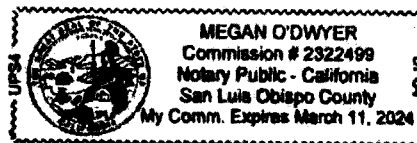
Subscribed and sworn to (or affirmed) before me on this 5<sup>th</sup> day of November,  
Month

2020, by Lee Coddling and  
Name of Signer (1)

N/A, proved to me on the basis of  
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

Megan O'Dwyer  
Signature of Notary Public  
Megan O'Dwyer  
For other required information (Notary Name, Commission No., etc.)



Seal

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Agreement to Sell<sup>the</sup> Purchase and  
sell a Corporation And ASSETS

containing 2 pages, and dated 10/27/2020

### Additional Information

#### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: \_\_\_\_\_



**Exhibit "H"**

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

|   |                          |                  |
|---|--------------------------|------------------|
| In Re:<br><br>Northern Holding, LLC<br><br>Debtor(s). | CHAPTER 11 (BUSINESS)    |                  |
|   | Case Number:             | 8:20-bk-13014-MW |
|   | Operating Report Number: | 2nd Amended #2   |
|   | For the Month Ending:    | 11/30/2020       |

I. CASH RECEIPTS AND DISBURSEMENTS  
A. GENERAL DIP ACCOUNT

|  |                         |
|--|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS  | 0.00                    |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS   | 0.00                    |
| 3. BEGINNING BALANCE:  | 0.00                    |
| 4. RECEIPTS DURING CURRENT PERIOD:   |                         |
| *Custom Crush Income   | 0.00                    |
| *\$9,680.00 November Custom Crush Revenue for the lease override was billed in arrears with net-30 terms and Deposited in January. |                         |
| Contribution From Managing Member  | 25.00                   |
| TOTAL RECEIPTS THIS PERIOD:  | 25.00                   |
| 5. BALANCE:  | 25.00                   |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD   |                         |
| Transfers to Other DIP Accounts (from page 2)  | 0.00                    |
| Disbursements (from page 2)  | 0.00                    |
| TOTAL DISBURSEMENTS THIS PERIOD:***  | 0.00                    |
| 7. ENDING BALANCE:   | 25.00                   |
| 8. General DIP Account Number:   | xxxxxx3473              |
| Depository Name & Location:  | Wells Fargo Bank, N.A.  |
|  | P.O. Box 6995           |
|  | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

\*\*\*This amount should be the same as the total from page 2.

**\$0.00**

\* \* Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you

**BANK RECONCILIATION**

**Bank statement Date:** 11/30/2020 **Balance on Statement:** \$25.00

**Plus deposits in transit (a):**

Deposit Date Deposit Amount

|  |  |
|--|--|
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**TOTAL DEPOSITS IN TRANSIT**

**0.00**

**Less Outstanding Checks (a):**

Check Number Check Date Check Amount

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**TOTAL OUTSTANDING CHECKS:**

**0.00**

**Bank statement Adjustments:**

**Explanation of Adjustments-**

|  |
|--|
|  |
|--|

**ADJUSTED BANK BALANCE:**

**\$25.00**

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

|                       |
|-----------------------|
| In Re:                |
| Northern Holding, LLC |
| Debtor(s).            |

|                          |                  |
|--------------------------|------------------|
| CHAPTER 11 (BUSINESS)    |                  |
| Case Number:             | 8:20-bk-13014-MW |
| Operating Report Number: | 2nd Amended #2   |
| For the Month Ending:    | 11/30/2020       |

I. CASH RECEIPTS AND DISBURSEMENTS  
A. TEXAS ROAD PROPERTY CASH COLLATERAL DIP ACCOUNT

|  |                         |
|--|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS            | 0.00                    |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS | 0.00                    |
| 3. BEGINNING BALANCE:  | 0.00                    |
| 4. RECEIPTS DURING CURRENT PERIOD:                                 |                         |
| Rental Income  | 0.00                    |
| Grape Sales  | 0.00                    |
| Contribution From Managing Member                                  | 25.00                   |
| TOTAL RECEIPTS THIS PERIOD:  | 25.00                   |
| 5. BALANCE:  | 25.00                   |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD                 |                         |
| Transfers to Other DIP Accounts (from page 2)                      | 0.00                    |
| Disbursements (from page 2)  | 0.00                    |
| TOTAL DISBURSEMENTS THIS PERIOD:***                                | 0.00                    |
| 7. ENDING BALANCE:   | 25.00                   |
| 8. Texas Road Property CC DIP Account Number:                      | xxxxxx7678              |
| Depository Name & Location:  | Wells Fargo Bank, N.A.  |
|  | P.O. Box 6995           |
|  | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

\*\*\*This amount should be the same as the total from page 2.

[illegible]

\* Fill in amounts in this column if they are TRANSFERS to another DIP account (e.g. Payroll or Tax), the "amount" column will be filled in for you

\*\* Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you.

**BANK RECONCILIATION**

**Bank statement Date:** 11/30/2020 **Balance on Statement:** \$25.00

**Plus deposits in transit (a):**

Deposit Date Deposit Amount

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**TOTAL DEPOSITS IN TRANSIT**

**0.00**

**Less Outstanding Checks (a):**

Check Number Check Date Check Amount

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**TOTAL OUTSTANDING CHECKS:**

**0.00**

**Bank statement Adjustments:**

**Explanation of Adjustments-**

**ADJUSTED BANK BALANCE:**

**\$25.00**

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

|   |   |
|---|---|
| In Re:<br><br>Northern Holding, LLC<br><br>Debtor(s). | CHAPTER 11 (BUSINESS)<br><br>Case Number: 8:20-bk-13014-MW<br>Operating Report Number: 2nd Amended #2<br>For the Month Ending: 11/30/2020 |
|---|---|

I. CASH RECEIPTS AND DISBURSEMENTS  
A. 1172 PROPERTY CASH COLLATERAL DIP ACCOUNT

|   |                         |
|---|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS             | 0.00                    |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS  | 0.00                    |
| 3. BEGINNING BALANCE:   | 0.00                    |
| 4. RECEIPTS DURING CURRENT PERIOD:                                  |                         |
| *Winery Facility Rental Income                                      | 0.00                    |
| *Rents (\$15K) were collected timely, but deposited in December.    |                         |
| **Apartment Unit Rental Income                                      | 0.00                    |
| **Rent (\$1,600.00) was collected timely, but deposited in January. |                         |
| Contribution From Managing Member                                   | 25.00                   |
| TOTAL RECEIPTS THIS PERIOD:   | 25.00                   |
| 5. BALANCE:   | 25.00                   |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD                  |                         |
| Transfers to Other DIP Accounts (from page 2)                       | 0.00                    |
| Disbursements (from page 2)   | 0.00                    |
| TOTAL DISBURSEMENTS THIS PERIOD:***                                 | 0.00                    |
| 7. ENDING BALANCE:  | 25.00                   |
| 8. 1172 Property CC DIP Account Number:                             | xxxxxx7686              |
| Depository Name & Location:   | Wells Fargo Bank, N.A.  |
|   | P.O. Box 6995           |
|   | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

\*\*\*This amount should be the same as the total from page 2.



•• Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you.

# BANK RECONCILIATION

Bank statement Date: 11/30/2020 Balance on Statement: \$25.00

Plus deposits in transit (a):

| <u>Deposit Date</u> | <u>Deposit Amount</u> |
|---------------------|-----------------------|
|                     |                       |
|                     |                       |
|                     |                       |
|                     |                       |
|                     |                       |
|                     |                       |
|                     |                       |

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

| <u>Check Number</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|-------------------|---------------------|
|                     |                   |                     |
|                     |                   |                     |
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|                     |                   |                     |
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|                     |                   |                     |

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

ADJUSTED BANK BALANCE:

\$25.00

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

|                       |
|-----------------------|
| In Re:                |
| Northern Holding, LLC |
| Debtor(s).            |

|                          |                  |
|--------------------------|------------------|
| CHAPTER 11 (BUSINESS)    |                  |
| Case Number:             | 8:20-bk-13014-MW |
| Operating Report Number: | 2nd Amended #2   |
| For the Month Ending:    | 11/30/2020       |

I. CASH RECEIPTS AND DISBURSEMENTS  
A. LIVE OAK PROPERTY CASH COLLATERAL DIP ACCOUNT

|  |                         |
|--|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS            | 0.00                    |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS | 0.00                    |
| 3. BEGINNING BALANCE:  | 0.00                    |
| 4. RECEIPTS DURING CURRENT PERIOD:                                 |                         |
| *Unit 1 Rental Income  | 0.00                    |
| *Rent (\$12K) was collected timely, but deposited in December.     |                         |
| **Unit 2 Rental Income   | 0.00                    |
| **Renovations under way. Expect occupancy on February 1, 2021.     |                         |
| Grape Sales  | 0.00                    |
| Contribution From Managing Member                                  | 25.00                   |
| TOTAL RECEIPTS THIS PERIOD:  | 25.00                   |
| 5. BALANCE:  | 25.00                   |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD                 |                         |
| Transfers to Other DIP Accounts (from page 2)                      | 0.00                    |
| Disbursements (from page 2)  | 0.00                    |
| TOTAL DISBURSEMENTS THIS PERIOD:***                                | 0.00                    |
| 7. ENDING BALANCE:   | 25.00                   |
| 8. Live Oak Property CC DIP Account Number:                        | xxxxxxx7694             |
| Depository Name & Location:  | Wells Fargo Bank, N.A.  |
|  | P.O. Box 6995           |
|  | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

\*\*\*This amount should be the same as the total from page 2.

[illegible]

\* Fill in amounts in this column if they are TRANSFERS to another DIP account (e.g. Payroll or Tax); the "amount" column will be filled in for you.

\*\* Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you

Bank statement Date: 11/30/2020 Balance on Statement: \$25.00

Plus deposits in transit (a):

Deposit Date Deposit Amount

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

Check Number Check Date Check Amount

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
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| _____ | _____ | _____ |
| _____ | _____ | _____ |
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| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

ADJUSTED BANK BALANCE:

\$25.00

- It is acceptable to replace this form with a similar form
- Please attach a detailed explanation of any bank statement adjustment



November 30, 2020 ■ Page 2 of 7



## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                                |                |
|--------------------------------|----------------|
| Beginning balance on 11/6      | \$0.00         |
| Deposits/Credits               | 25.00          |
| Withdrawals/Debits             | 0.00           |
| <b>Ending balance on 11/30</b> | <b>\$25.00</b> |

Account number **3473**

**NORTHERN HOLDING LLC  
GENERAL ACCOUNT  
DEBTOR IN POSSESSION  
CHI1 CASE #20-13014 (CCA)**

California account terms and conditions apply

For Direct Deposit use  
Routing Number (RTN) 121042882

For Wire Transfers use  
Routing Number (RTN) 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements, please call the number listed on your statement or visit your Wells Fargo branch.

### Transaction history

| Date                           | Check Number | Description  | Deposits/<br>Credits | Withdrawals/<br>Debits | Ending daily<br>balance |
|--------------------------------|--------------|--|----------------------|------------------------|-------------------------|
| 11/6                           |              | Edeposit IN Branch/Store 11/06/20 10:34:34 AM 516 Spring St<br>Paso Robles CA 1273 | 25.00                |                        | 25.00                   |
| <b>Ending balance on 11/30</b> |              |  |                      |                        | <b>25.00</b>            |
| <b>Totals</b>                  |              |  | <b>\$25.00</b>       | <b>\$0.00</b>          |                         |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](https://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/06/2020 - 11/30/2020

Standard monthly service fee \$10.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet one of the requirements to avoid the monthly service fee.

#### How to avoid the monthly service fee

Have any **ONE** of the following account requirements

- Average ledger balance
- Minimum daily balance

Minimum required

This fee period

\$1,000.00

\$25.00 (F)

\$500.00

\$25.00 (F)

November 30, 2020 ■ Page 3 of 7

WELLS  
FARGO

## Account transaction fees summary

| Service charge description   | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|------------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)          | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions                 | 1          | 100            | 0            | 0.50                                 | 0.00                      |
| <b>Total service charges</b> |            |                |              |                                      | <b>\$0.00</b>             |

## Other Wells Fargo Benefits

Our National Business Banking Center customer service number 1 800 CALL WELLS (1 800 225 5935) hours of operation have temporarily changed to 7:00 a.m. to 11:00 p.m. Eastern Time, Monday through Saturday and Sunday 9:00 a.m. to 10:00 p.m. Eastern Time. Access to our automated banking system, the ability to report a fraud claim on your business credit or debit card, and access to report a lost or stolen business card will continue to be available 24 hours a day, 7 days per week. Thank you for banking with Wells Fargo. We appreciate your business.



## IMPORTANT ACCOUNT INFORMATION

Effective on or after November 30, 2020, (1) Wells Fargo branches will no longer be able to issue Wells Fargo Instant Issue Debit Cards and/or Business Instant Issue Debit Cards in certain circumstances, and (2) Wells Fargo branches in the states of South Carolina and Washington will no longer be able to issue Wells Fargo Instant Issue Debit Cards, Wells Fargo Business Instant Issue Debit Cards, and/or EasyPay Instant Cards. If you need a replacement card, you may request one by signing on to Wells Fargo Online® or calling the number on your statement. Once requested, replacement cards typically arrive in 5 to 7 calendar days. If you previously added your current Wells Fargo Debit Card or EasyPay Card to your Wells Fargo supported digital wallet, you may continue to make purchases and access Wells Fargo ATMs using your digital wallet while you wait for your replacement card to arrive. For more details on digital wallets, please visit [wellsfargo.com/mobile/payments](https://wellsfargo.com/mobile/payments).

## Initiate Business Checking™

### Statement period activity summary

|                                |                |
|--------------------------------|----------------|
| Beginning balance on 11/6      | \$0.00         |
| Deposits/Credits               | 25.00          |
| Withdrawals/Debits             | 0.00           |
| <b>Ending balance on 11/30</b> | <b>\$25.00</b> |

Account number **7678**

**NORTHERN HOLDING LLC  
CASH COLLATERAL 1  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)**

California account terms and conditions apply

For Direct Deposit use  
Routing Number (RTN): 121042882

For Wire Transfers use  
Routing Number (RTN): 121000246

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements, please call the number listed on your statement or visit your Wells Fargo branch.





## Transaction history

| Date                    | Check Number | Description | Debit/Credit | Withdrawal/Deposit | Ending daily balance |
|-------------------------|--------------|-------------|--------------|--------------------|----------------------|
| 11/6                    |              | Deposit     |              | 25.00              | 25.00                |
| Ending balance on 11/30 |              |             |              |                    | 25.00                |
| Totals                  |              |             | \$25.00      | \$0.00             |                      |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

## Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefac](http://wellsfargo.com/feefac) for a link to these documents, and answers to common monthly service fee questions.

Fee period: 11/06/2020 - 11/30/2020

Standard monthly service fee \$10.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet one of the requirements to avoid the monthly service fee.

### How to avoid the monthly service fee

Have any **ONE** of the following account requirements:

- Average ledger balance
- Minimum daily balance

Minimum required

This fee period

\$1,000.00

\$25.00 [ ]

\$500.00

\$25.00 [ ]

## Account transaction fees summary

| Service charge description | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|----------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)        | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions               | 1          | 100            | 0            | 0.50                                 | 0.00                      |
| Total service charges      |            |                |              |                                      | \$0.00                    |

## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                           |         |
|---------------------------|---------|
| Beginning balance on 11/6 | \$0.00  |
| Deposits/Credits          | 25.00   |
| Withdrawals/Debits        | 0.00    |
| Ending balance on 11/30   | \$25.00 |

Account number: 7686

**NORTHERN HOLDING LLC  
CASH COLLATERAL 2  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)**

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121002248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements, please call the number listed on your statement or visit your Wells Fargo branch.

November 30, 2020 ■ Page 5 of 7



## Transaction history

| Date                           | Check Number | Description | Deposits/<br>Credits | Withdrawals/<br>Debits | Ending daily<br>balance |
|--------------------------------|--------------|-------------|----------------------|------------------------|-------------------------|
| 11/6                           |              | Deposit     | 25.00                |                        | 25.00                   |
| <b>Ending balance on 11/30</b> |              |             |                      |                        | <b>25.00</b>            |
| <b>Totals</b>                  |              |             | <b>\$25.00</b>       | <b>\$0.00</b>          |                         |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

## Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](https://wellsfargo.com/feefaq) for a link to these documents and answers to common monthly service fee questions.

Fee period 11/06/2020 - 11/30/2020

Standard monthly service fee \$10.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet one of the requirements to avoid the monthly service fee.

### How to avoid the monthly service fee

Have any **ONE** of the following account requirements

- Average ledger balance
- Minimum daily balance

Minimum required

This fee period

\$1,000.00

\$25.00 ☐

\$500.00

\$25.00 ☐

## Account transaction fees summary

| Service charge description   | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|------------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (SI)          | 0          | 5,000          | 0            |                                      | 0.00                      |
| Transactions                 | 1          | 100            | 0            | 0.0030                               | 0.00                      |
| <b>Total service charges</b> |            |                |              | <b>0.50</b>                          | <b>0.00</b>               |

## Initiate Business Checking™

### Statement period activity summary

|                                |                |
|--------------------------------|----------------|
| Beginning balance on 11/1      | \$0.00         |
| Deposits/Credits               | 25.00          |
| Withdrawals/Debits             | 0.00           |
| <b>Ending balance on 11/30</b> | <b>\$25.00</b> |

Account number: **7694**

**NORTHERN HOLDING LLC  
CASH COLLATERAL 3  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)**

California account terms and conditions apply.

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000245

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements, please call the number listed on your statement or visit your Wells Fargo branch.

November 30, 2020 ■ Page 6 of 7



## Transaction history

| Date                           | Check Number | Description | Deposits/<br>Credits | Withdrawals/<br>Debits | Ending daily<br>balance |
|--------------------------------|--------------|-------------|----------------------|------------------------|-------------------------|
| 11/6                           |              | Deposit     | 25.00                |                        | 25.00                   |
| <b>Ending balance on 11/30</b> |              |             |                      |                        | <b>25.00</b>            |
| <b>Totals</b>                  |              |             | <b>\$25.00</b>       | <b>\$0.00</b>          |                         |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

## Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feesfaq](https://wellsfargo.com/feesfaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/06/2020 - 11/30/2020

Standard monthly service fee \$10.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet one of the requirements to avoid the monthly service fee.

### How to avoid the monthly service fee

Have any **ONE** of the following account requirements

- Average ledger balance
- Minimum daily balance

Minimum required

This fee period

\$1,000.00

\$25.00 ☐

\$500.00

\$25.00 ☐

## Account transaction fees summary

| Service charge description   | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|------------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)          | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions                 | 1          | 100            | 0            | 0.50                                 | 0.00                      |
| <b>Total service charges</b> |            |                |              |                                      | <b>\$0.00</b>             |

November 30, 2020 ■ Page 7 of 7



## General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

### Account Balance Calculation Worksheet

Number Items Outstanding Amount

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

#### ENTER

A. The ending balance shown on your statement \$ \_\_\_\_\_

#### ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
+ \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

#### CALCULATE THE SUBTOTAL

(Add Parts A and B.)

TOTAL \$ \_\_\_\_\_

#### SUBTRACT

C. The total outstanding checks and withdrawals from the chart above  
\$ \_\_\_\_\_

#### CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)  
This amount should be the same as the current balance shown in your check register.

\$ \_\_\_\_\_

Total amount \$

**ENDING BALANCES FOR THE PERIOD:**

(Provide a copy of monthly account statements for each of the below)

|   |       |
|---|-------|
| General DIP Account (3473):                             | 25.00 |
| Texas Road Property Cash Collateral DIP Account (7678): | 25.00 |
| 1172 Property Cash Collateral DIP Account (7686):       | 25.00 |
| Live Oak Property Cash Collateral DIP Account (7694):   | 25.00 |

**\*\*Petty Cash (from below):** 0.00

**TOTAL CASH AVAILABLE:**

100.00

**Petty Cash Transactions:**

| Date<br>N/A | Purpose | Amount |
|-------------|---------|--------|
| _____       | _____   | _____  |
| _____       | _____   | _____  |
| _____       | _____   | _____  |
| _____       | _____   | _____  |
| _____       | _____   | _____  |

**TOTAL PETTY CASH TRANSACTIONS:**

0.00

\* Specify the Type of holding (e.g. CD, Savings Account, Investment Security), and the depository name, location & account#

\*\* Attach Exhibit Itemizing all petty cash transactions

|            |      |
|------------|------|
| TOTAL DUE: | 0.00 |
|------------|------|

### III. TAX LIABILITIES

FOR THE REPORTING PERIOD:

Gross Sales Subject to Sales Tax: N/A

Total Wages Paid: N/A

|                        | Total Post-Petition<br>Amounts Owning | Amount Delinquent | Date Delinquent<br>Amount Due |
|------------------------|---------------------------------------|-------------------|-------------------------------|
| Federal Withholding    | N/A                                   | 0.00              | N/A                           |
| State Withholding      | N/A                                   | 0.00              | N/A                           |
| FICA- Employer's Share | N/A                                   | 0.00              | N/A                           |
| FICA- Employee's Share | N/A                                   | 0.00              | N/A                           |
| Federal Unemployment   | N/A                                   | 0.00              | N/A                           |
| Sales and Use          | N/A                                   | 0.00              | N/A                           |
| Real Property          | N/A                                   | 0.00              | N/A                           |
| <b>TOTAL:</b>          | <b>0.00</b>                           | <b>0.00</b>       |                               |

|                 | *Accounts Payable<br>Post-Petition | Accounts Receivable |               |
|-----------------|------------------------------------|---------------------|---------------|
|                 |                                    | Pre-Petition        | Post-Petition |
| 30 days or less | 0.00                               | N/A                 | 0.00          |
| 31 - 60 days    | 0.00                               | N/A                 | 0.00          |
| 61 - 90 days    | N/A                                | N/A                 | N/A           |
| 91 - 120 days   | N/A                                | N/A                 | N/A           |
| Over 120 days   | N/A                                | N/A                 | N/A           |
| TOTAL:          | 0.00                               | 0.00                | 0.00          |

#### V. INSURANCE COVERAGE

|                       | Name of Carrier | Amount of<br>Coverage | Policy Expiration<br>Date | Premium Paid<br>Through (Date) |
|-----------------------|-----------------|-----------------------|---------------------------|--------------------------------|
| General Liability     | Chubb Insurance | 1,000,000/5,839,100   | 4/15/2021                 | 4/15/2021                      |
| Worker's Compensation | N/A             |                       |                           |                                |
| Casualty              | N/A             |                       |                           |                                |
| Vehicle               | N/A             |                       |                           |                                |

#### VI. UNITED STATES TRUSTEE QUARTERLY FEES (TOTAL PAYMENTS)

| Quarterly Period<br>Ending (Date) | Total<br>Disbursements | Quarterly Fees | Date Paid | Amount Paid | Quarterly Fees<br>Still Owing |
|-----------------------------------|------------------------|----------------|-----------|-------------|-------------------------------|
| 31-Dec-2020                       |                        |                |           |             | 0.00                          |
|                                   |                        |                |           |             | 0.00                          |
|                                   |                        |                |           |             | 0.00                          |
|                                   |                        |                |           |             | 0.00                          |
|                                   |                        |                |           |             | 0.00                          |
|                                   |                        |                |           |             | 0.00                          |
|                                   |                        |                |           |             | 0.00                          |
|                                   |                        |                |           |             | 0.00                          |
|                                   |                        |                |           |             | 0.00                          |
|                                   |                        | 0.00           |           | 0.00        | 0.00                          |

\* Post-Petition Accounts Payable SHOULD NOT include professionals' fees and expenses which have been incurred but not yet awarded by the court. Post-Petition Accounts Payable SHOULD include professionals' fees and expenses authorized by Court Order but which remain unpaid as of the close of the period report

| Name of Insider | Date of Order<br>Authorizing<br>Compensation | *Authorized Gross Compensation | Gross<br>Compensation Paid<br>During the Month |
|-----------------|--|--------------------------------|--|
| N/A             |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |

VIII. SCHEDULE OF OTHER AMOUNTS PAID TO INSIDERS

| Name of Insider | Date of Order<br>Authorizing<br>Compensation | Description | Amount Paid<br>During the Month |
|-----------------|--|-------------|---------------------------------|
| N/A             |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |

\* Please indicate how compensation was identified in the order (e.g. \$1,000/week, \$2,500/month)







## XI. QUESTIONNAIRE

1. Has the debtor-in-possession made any payments on its pre-petition unsecured debt, except as have been authorized by the court? If "Yes", explain below: No X Yes
- 
2. Has the debtor-in-possession during this reporting period provided compensation or remuneration to any officers, directors, principals, or other insiders without appropriate authorization? If "Yes", explain below: No    Yes X
- Secured winery leases, active negotiation on PSA; negotiating vineyard lease. Negotiating Live Oak sale.
- 
3. State what progress was made during the reporting period toward filing a plan of reorganization
- 
4. Describe potential future developments which may have a significant impact on the case:
5. Attach copies of all Orders granting relief from the automatic stay that were entered during the reporting period. None ✓
6. Did you receive any exempt income this month, which is not set forth in the operating report? If "Yes", please set forth the amounts and sources of the income below. No X Yes
- 
1. Leroy Coddling, Managing Member  
declare under penalty of perjury that I have fully read and understood the foregoing debtor-in-possession operating report and that the information contained herein is true and complete to the best of my knowledge.

  
Principal for Debtor-in-Possession

1/18/2021

Date

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

In Re:

Northern Holding, LLC

Debtor(s).

CHAPTER 11 (BUSINESS)

Case Number: 8:20-bk-13014-MW

Operating Report Number: 3

For the Month Ending: 12/31/2020

I. CASH RECEIPTS AND DISBURSEMENTS

A. GENERAL DIP ACCOUNT

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS 25.00

2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS 0.00

3. BEGINNING BALANCE: 25.00

4. RECEIPTS DURING CURRENT PERIOD:

\*Custom Crush Income 0.00

\*\$11,402.00 December Custom Crush Revenue for the lease override was billed in arrears with net-30 terms and will be Deposited in early February.

TOTAL RECEIPTS THIS PERIOD: 0.00

5. BALANCE: 25.00

6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD

Transfers to Other DIP Accounts (from page 2) 0.00

Disbursements (from page 2) 0.00

TOTAL DISBURSEMENTS THIS PERIOD:\*\*\* 0.00

7. ENDING BALANCE: 25.00

8. General DIP Account Number:

xxxxxx3473

Wells Fargo Bank, N.A.

Depository Name & Location:

P.O. Box 6995

Portland, OR 97228-6995

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

\*\*\*This amount should be the same as the total from page 2.

|   |             |             |               |
|---|-------------|-------------|---------------|
| <b>TOTAL DISBURSEMENTS THIS PERIOD:</b> | <b>0.00</b> | <b>0.00</b> | <b>\$0.00</b> |
|---|-------------|-------------|---------------|

\*\* Fill in amounts in this column if they are DISBURSEMENTS to outside payees. the "amount" column will be filled in for you

# BANK RECONCILIATION

Bank statement Date: 12/31/2020 Balance on Statement: \$25.00

Plus deposits in transit (a):

| <u>Deposit Date</u> | <u>Deposit Amount</u> |
|---------------------|-----------------------|
|                     |                       |
|                     |                       |
|                     |                       |
|                     |                       |
|                     |                       |
|                     |                       |
|                     |                       |

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

| <u>Check Number</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|-------------------|---------------------|
|                     |                   |                     |
|                     |                   |                     |
|                     |                   |                     |
|                     |                   |                     |
|                     |                   |                     |
|                     |                   |                     |
|                     |                   |                     |
|                     |                   |                     |

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

ADJUSTED BANK BALANCE:

\$25.00

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

|                       |
|-----------------------|
| In Re:                |
| Northern Holding, LLC |
| Debtor(s).            |

|                          |                  |
|--------------------------|------------------|
| CHAPTER 11 (BUSINESS)    |                  |
| Case Number:             | 8:20-bk-13014-MW |
| Operating Report Number: | 3                |
| For the Month Ending:    | 12/31/2020       |

I. CASH RECEIPTS AND DISBURSEMENTS

A. TEXAS ROAD PROPERTY CASH COLLATERAL DIP ACCOUNT

|  |                         |
|--|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS  | 25.00                   |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS                                 | 0.00                    |
| 3. BEGINNING BALANCE:  | 25.00                   |
| 4. RECEIPTS DURING CURRENT PERIOD:   |                         |
| *Live Oak Property Rental Income   | 12,000.00               |
| *Deposit made into wrong account. Rental income was transferred to the correct account in January. |                         |
| Grape Sales  | 0.00                    |
| TOTAL RECEIPTS THIS PERIOD:  | 12,000.00               |
| 5. BALANCE:  | 12,025.00               |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD   |                         |
| Transfers to Other DIP Accounts (from page 2)  | 0.00                    |
| Disbursements (from page 2)  | 0.00                    |
| TOTAL DISBURSEMENTS THIS PERIOD:***  | 0.00                    |
| 7. ENDING BALANCE:   | 12,025.00               |
| 8. Texas Road Property CC DIP Account Number:  | xxxxxxx7678             |
| Depository Name & Location:  | Wells Fargo Bank, N.A.  |
|  | P.O. Box 6995           |
|  | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business, attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale

\*\*\*This amount should be the same as the total from page 2

[illegible]

\* Fill in amounts in this column if they are TRANSFERS to another DIP account (e.g. Payroll or Tax); the "amount" column will be filled in for you

\*\* Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you



**BANK RECONCILIATION**

**Bank statement Date:** 12/31/2020 **Balance on Statement:** \$12,025.00

**Plus deposits in transit (a):**

Deposit Date Deposit Amount

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**TOTAL DEPOSITS IN TRANSIT**

**0.00**

**Less Outstanding Checks (a):**

Check Number Check Date Check Amount

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

**TOTAL OUTSTANDING CHECKS:**

**0.00**

**Bank statement Adjustments:**

**Explanation of Adjustments-**

**ADJUSTED BANK BALANCE:**

**\$12,025.00**

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

|                       |
|-----------------------|
| In Re:                |
| Northern Holding, LLC |
| Debtor(s).            |

|                          |                  |
|--------------------------|------------------|
| CHAPTER 11 (BUSINESS)    |                  |
| Case Number:             | 8:20-bk-13014-MW |
| Operating Report Number: | 3                |
| For the Month Ending:    | 12/31/2020       |

I. CASH RECEIPTS AND DISBURSEMENTS

A. 1172 PROPERTY CASH COLLATERAL DIP ACCOUNT

|   |                         |
|---|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS   | 25.00                   |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS  | 0.00                    |
| 3. BEGINNING BALANCE:   | 25.00                   |
| 4. RECEIPTS DURING CURRENT PERIOD:  |                         |
| *Winery Facility Rental Income  | 0.00                    |
| *November Rents were Deposited into the Live Oak Property account in error. Corrected in January. December Rents (\$15K) were collected timely, but deposited in January. |                         |
| **Apartment Unit Rental Income  | 0.00                    |
| **Rent (\$1,600.00) was collected timely, but deposited in January.   |                         |
| TOTAL RECEIPTS THIS PERIOD:   | 0.00                    |
| 5. BALANCE:   | 25.00                   |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD  |                         |
| Transfers to Other DIP Accounts (from page 2)   | 0.00                    |
| Disbursements (from page 2)   | 0.00                    |
| TOTAL DISBURSEMENTS THIS PERIOD:***   | 0.00                    |
| 7. ENDING BALANCE:  | 25.00                   |
| 8. 1172 Property CC DIP Account Number:   | xxxxxx7686              |
|   | Wells Fargo Bank, N.A.  |
| Depository Name & Location:   | P.O. Box 6995           |
|   | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

\*\*\*This amount should be the same as the total from page 2

|   |             |             |               |
|---|-------------|-------------|---------------|
| <b>TOTAL DISBURSEMENTS THIS PERIOD:</b> | <b>0.00</b> | <b>0.00</b> | <b>\$0.00</b> |
|---|-------------|-------------|---------------|

\*\* Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you

**BANK RECONCILIATION**

**Bank statement Date:** 12/31/2020 **Balance on Statement:** \$25.00

**Plus deposits in transit (a):**

| <u>Deposit Date</u> | <u>Deposit Amount</u> |
|---------------------|-----------------------|
|---------------------|-----------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**TOTAL DEPOSITS IN TRANSIT**

**0.00**

**Less Outstanding Checks (a):**

| <u>Check Number</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|-------------------|---------------------|
|---------------------|-------------------|---------------------|

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

**TOTAL OUTSTANDING CHECKS:**

**0.00**

**Bank statement Adjustments:**

**Explanation of Adjustments-**

**ADJUSTED BANK BALANCE:**

**\$25.00**

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

|                       |
|-----------------------|
| In Re:                |
| Northern Holding, LLC |
| Debtor(s).            |

|                          |                  |
|--------------------------|------------------|
| CHAPTER 11 (BUSINESS)    |                  |
| Case Number:             | 8:20-bk-13014-MW |
| Operating Report Number: | 3                |
| For the Month Ending:    | 12/31/2020       |

I. CASH RECEIPTS AND DISBURSEMENTS  
A. LIVE OAK PROPERTY CASH COLLATERAL DIP ACCOUNT

|  |                         |
|--|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS  | 25.00                   |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS                                 | 0.00                    |
| 3. BEGINNING BALANCE:  | 25.00                   |
| 4. RECEIPTS DURING CURRENT PERIOD:   |                         |
| *1172 Property Winery Facility Rental Income   | 15,000.00               |
| *Deposit made into wrong account. Rental income was transferred to the correct account in January. |                         |
| **Unit 1 Rental Income   | 0.00                    |
| **December Rent (\$12K) was collected timely, but deposited in January.                            |                         |
| ***Unit 2 Rental Income  | 0.00                    |
| ***Renovations under way. Expect occupancy on February 1, 2021.                                    |                         |
| Grape Sales  | 0.00                    |
| TOTAL RECEIPTS THIS PERIOD:  | 15,000.00               |
| 5. BALANCE:  | 15,025.00               |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD   |                         |
| Transfers to Other DIP Accounts (from page 2)  | 0.00                    |
| Disbursements (from page 2)  | 0.00                    |
| TOTAL DISBURSEMENTS THIS PERIOD:***  | 0.00                    |
| 7. ENDING BALANCE:   | 15,025.00               |
| 8. Live Oak Property CC DIP Account Number:  | xxxxxxx7694             |
| Depository Name & Location:  | Wells Fargo Bank, N.A.  |
|  | P.O. Box 6995           |
|  | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the estate. If necessary, attach an exhibit specifying what was sold.

to whom, terms, and date of Court Order or Report of Sale.



BANK RECONCILIATION

Bank statement Date: 12/31/2020 Balance on Statement: \$15,025.00

Plus deposits in transit (a):

Deposit Date Deposit Amount

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

Check Number Check Date Check Amount

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

|  |
|--|
|  |
|--|

ADJUSTED BANK BALANCE:

\$15,025.00

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

# Wells Fargo Combined Statement of Accounts

December 31, 2020 ■ Page 1 of 6



NORTHERN HOLDING LLC  
GENERAL ACCOUNT  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)  
13217 JAMBOREE RD # 429  
TUSTIN CA 92782-9158

## Questions?

Available by phone 24 hours a day, 7 days a week:  
Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5835)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](https://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (114)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit [wellsfargoworks.com](https://wellsfargoworks.com) to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](https://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking

Online Statements

Business Bill Pay

Business Spending Report

Overdraft Protection



## Summary of accounts

### Checking/Prepaid and Savings

| Account                     | Page | Account number | Ending balance<br>last statement | Ending balance<br>this statement |
|-----------------------------|------|----------------|----------------------------------|----------------------------------|
| Initiate Business Checking™ | 2    | 3473           | 25.00                            | 25.00                            |
| Initiate Business Checking™ | 3    | 7678           | 25.00                            | 12,025.00                        |
| Initiate Business Checking™ | 4    | 7686           | 25.00                            | 25.00                            |
| Initiate Business Checking™ | 5    | 7694           | 25.00                            | 15,025.00                        |
| Total deposit accounts      |      |                | \$100.00                         | \$27,100.00                      |



December 31, 2020 ■ Page 2 of 6



## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                                |                |
|--------------------------------|----------------|
| Beginning balance on 12/1      | \$25.00        |
| Deposits/Credits               | 0.00           |
| Withdrawals/Debits             | - 0.00         |
| <b>Ending balance on 12/31</b> | <b>\$25.00</b> |

Account number: 3473

**NORTHERN HOLDING LLC  
GENERAL ACCOUNT  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)**

*California account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feesfaq](https://wellsfargo.com/feesfaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2020 - 12/31/2020

Standard monthly service fee \$10.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet one of the requirements to avoid the monthly service fee.

#### How to avoid the monthly service fee

Have any **ONE** of the following account requirements

- Average ledger balance
- Minimum daily balance

Minimum required

This fee period

\$1,000.00

\$25.00 ☐

\$500.00

\$25.00 ☐

C1C1

### Account transaction fees summary

| Service charge description   | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|------------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)          | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions                 | 0          | 100            | 0            | 0.50                                 | 0.00                      |
| <b>Total service charges</b> |            |                |              |                                      | <b>\$0.00</b>             |

### Other Wells Fargo Benefits

Our National Business Banking Center customer service number 1-800-CALL-WELLS (1-800-225-5935) hours of operation have temporarily changed to 7:00 a.m. to 11:00 p.m. Eastern Time, Monday through Saturday and Sunday 9:00 a.m. to 10:00 p.m. Eastern Time. Access to our automated banking system, the ability to report a fraud claim on your business credit or debit card, and access to report a lost or stolen business card will continue to be available 24 hours a day, 7 days per week. Thank you for banking with Wells Fargo. We appreciate your business.

December 31, 2020 ■ Page 3 of 6



## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                           |             |
|---------------------------|-------------|
| Beginning balance on 12/1 | \$25.00     |
| Deposits/Credits          | 12,000.00   |
| Withdrawals/Debits        | - 0.00      |
| Ending balance on 12/31   | \$12,025.00 |

Account number 7678

NORTHERN HOLDING LLC  
CASH COLLATERAL 1  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)

California account terms and conditions apply

For Direct Deposit use  
Routing Number (RTN): 121042882

For Wire Transfers use  
Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

### Transaction history

| Date                    | Check Number | Description                    | Deposits/<br>Credits | Withdrawals/<br>Debits | Ending daily<br>balance |
|-------------------------|--------------|--------------------------------|----------------------|------------------------|-------------------------|
| 12/30                   |              | Deposit Made In A Branch/Store | 12,000.00            |                        | 12,025.00               |
| Ending balance on 12/31 |              |                                |                      |                        | 12,025.00               |
| Totals                  |              |                                | \$12,000.00          | \$0.00                 |                         |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feesfaq](https://wellsfargo.com/feesfaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2020 - 12/31/2020

Standard monthly service fee \$10.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet one of the requirements to avoid the monthly service fee.

#### How to avoid the monthly service fee

Have any ONE of the following account requirements

- Average ledger balance
- Minimum daily balance

Minimum required

This fee period

\$1,000.00

\$799.00 ☐

\$500.00

\$25.00 ☐

C1/C1

### Account transaction fees summary

| Service charge description | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|----------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)        | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions               | 1          | 100            | 0            | 0.50                                 | 0.00                      |
| Total service charges      |            |                |              |                                      | \$0.00                    |

December 31, 2020 ■ Page 4 of 6



## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                           |         |
|---------------------------|---------|
| Beginning balance on 12/1 | \$25.00 |
| Deposits/Credits          | 0.00    |
| Withdrawals/Debits        | - 0.00  |
| Ending balance on 12/31   | \$25.00 |

Account number: 7686

NORTHERN HOLDING LLC  
CASH COLLATERAL 2  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)

California account terms and conditions apply

For Direct Deposit use  
Routing Number (RTN): 121042882

For Wire Transfers use  
Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feesfaq](https://wellsfargo.com/feesfaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2020 - 12/31/2020 Standard monthly service fee \$10.00 You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet one of the requirements to avoid the monthly service fee.

| How to avoid the monthly service fee               | Minimum required | This fee period                  |
|--|------------------|----------------------------------|
| Have any ONE of the following account requirements |                  |                                  |
| • Average ledger balance                           | \$1,000.00       | \$25.00 <input type="checkbox"/> |
| • Minimum daily balance                            | \$500.00         | \$25.00 <input type="checkbox"/> |

C1C1

### Account transaction fees summary

| Service charge description | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|----------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)        | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions               | 0          | 100            | 0            | 0.50                                 | 0.00                      |
| Total service charges      |            |                |              |                                      | \$0.00                    |

December 31, 2020 ■ Page 5 of 6



## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                                |                    |
|--------------------------------|--------------------|
| Beginning balance on 12/1      | \$25.00            |
| Deposits/Credits               | 15,000.00          |
| Withdrawals/Debits             | - 0.00             |
| <b>Ending balance on 12/31</b> | <b>\$15,025.00</b> |

Account number: 7694

NORTHERN HOLDING LLC  
CASH COLLATERAL 3  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)

California account terms and conditions apply

For Direct Deposit use  
Routing Number (RTN): 121042882

For Wire Transfers use  
Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

### Transaction history

| Date                           | Check Number | Description                    | Deposits/<br>Credits | Withdrawals/<br>Debits | Ending daily<br>balance |
|--------------------------------|--------------|--------------------------------|----------------------|------------------------|-------------------------|
| 12/30                          |              | Deposit Made in A Branch/Store | 15,000.00            |                        | 15,025.00               |
| <b>Ending balance on 12/31</b> |              |                                |                      |                        | <b>15,025.00</b>        |
| <b>Totals</b>                  |              |                                | <b>\$15,000.00</b>   | <b>\$0.00</b>          |                         |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feesfaq](https://wellsfargo.com/feesfaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2020 - 12/31/2020

Standard monthly service fee \$10.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet one of the requirements to avoid the monthly service fee.

#### How to avoid the monthly service fee

Have any **ONE** of the following account requirements

- Average ledger balance
- Minimum daily balance

Minimum required

This fee period

\$1,000.00

\$993.00 ☐

\$500.00

\$25.00 ☐

CIC1

### Account transaction fees summary

| Service charge description   | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|------------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)          | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions                 | 1          | 100            | 0            | 0.50                                 | 0.00                      |
| <b>Total service charges</b> |            |                |              |                                      | <b>\$0.00</b>             |



**ENDING BALANCES FOR THE PERIOD:**

(Provide a copy of monthly account statements for each of the below)

|   |             |
|---|-------------|
| General DIP Account (3473):                             | 25.00       |
| Texas Road Property Cash Collateral DIP Account (7678): | 12,025.00   |
| 1172 Property Cash Collateral DIP Account (7686):       | 25.00       |
| Live Oak Property Cash Collateral DIP Account (7694):   | 15,025.00   |
| <b>**Petty Cash (from below):</b>                       | <b>0.00</b> |

**TOTAL CASH AVAILABLE:**

**27,100.00**

**Petty Cash Transactions:**

| Date | Purpose | Amount |
|------|---------|--------|
| N/A  |         |        |
|      |         |        |
|      |         |        |
|      |         |        |
|      |         |        |

**TOTAL PETTY CASH TRANSACTIONS:**

**0.00**

\* Specify the Type of holding (e.g. CD, Savings Account, Investment Security), and the depository name, location & account#

\*\* Attach Exhibit Itemizing all petty cash transactions

| Creditor, Lessor, Etc.   | Frequency of Payments<br>(Mo/Qtr) | Amount of Payment | Post-Petition<br>payments not made<br>(Number) | Total Due |
|--|-----------------------------------|-------------------|--|-----------|
| *Farm Credit West,<br>FLCA (Cross-<br>Collateralized Lien on<br>1172, Live Oak, & Texas<br>Road)   | N/A                               | 19,800,000.00     | N/A  | N/A       |
| *Note was called and therefore there is no monthly mortgage payment amount due. The pre-default mortgage payment is unknown as the Debtor is not the borrower and does not have access to this information. The lienholder has not provided this information either, see Motion for Relief at Docket No. 11. |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
| TOTAL DUE:   |                                   |                   |  | 0.00      |

### III. TAX LIABILITIES

FOR THE REPORTING PERIOD:

Gross Sales Subject to Sales Tax: N/A  
Total Wages Paid: N/A

|                        | Total Post-Petition<br>Amounts Owing | Amount Delinquent | Date Delinquent<br>Amount Due |
|------------------------|--------------------------------------|-------------------|-------------------------------|
| Federal Withholding    | N/A                                  | 0.00              | N/A                           |
| State Withholding      | N/A                                  | 0.00              | N/A                           |
| FICA- Employer's Share | N/A                                  | 0.00              | N/A                           |
| FICA- Employee's Share | N/A                                  | 0.00              | N/A                           |
| Federal Unemployment   | N/A                                  | 0.00              | N/A                           |
| Sales and Use          | N/A                                  | 0.00              | N/A                           |
| Real Property          | N/A                                  | 0.00              | N/A                           |
| TOTAL:                 | 0.00                                 | 0.00              |                               |

|                 | *Accounts Payable | Accounts Receivable |               |
|-----------------|-------------------|---------------------|---------------|
|                 | Post-Petition     | Pre-Petition        | Post-Petition |
| 30 days or less | 0.00              | N/A                 | 0.00          |
| 31 - 60 days    | 0.00              | N/A                 | 0.00          |
| 61 - 90 days    | 0.00              | N/A                 | 0.00          |
| 91 - 120 days   | N/A               | N/A                 | N/A           |
| Over 120 days   | N/A               | N/A                 | N/A           |
| TOTAL:          | 0.00              | 0.00                | 0.00          |

#### V. INSURANCE COVERAGE

|                       | Name of Carrier | Amount of Coverage  | Policy Expiration Date | Premium Paid Through (Date) |
|-----------------------|-----------------|---------------------|------------------------|-----------------------------|
| General Liability     | Chubb Insurance | 1,000,000/5,839,100 | 4/15/2021              | 4/15/2021                   |
| Worker's Compensation | N/A             |                     |                        |                             |
| Casualty              | N/A             |                     |                        |                             |
| Vehicle               | N/A             |                     |                        |                             |

#### VI. UNITED STATES TRUSTEE QUARTERLY FEES (TOTAL PAYMENTS)

| Quarterly Period Ending (Date) | Total Disbursements | Quarterly Fees | Date Paid | Amount Paid | Quarterly Fees Still Owing |
|--------------------------------|---------------------|----------------|-----------|-------------|----------------------------|
| 31-Dec-2020                    | 0.00                | 325.00         |           |             | 325.00                     |
|                                |                     |                |           |             | 0.00                       |
|                                |                     |                |           |             | 0.00                       |
|                                |                     |                |           |             | 0.00                       |
|                                |                     |                |           |             | 0.00                       |
|                                |                     |                |           |             | 0.00                       |
|                                |                     |                |           |             | 0.00                       |
|                                |                     |                |           |             | 0.00                       |
|                                |                     |                |           |             | 0.00                       |
|                                |                     | 325.00         |           | 0.00        | 325.00                     |

\* Post-Petition Accounts Payable SHOULD NOT include professionals' fees and expenses which have been incurred but not yet awarded by the court. Post-Petition Accounts Payable SHOULD include professionals' fees and expenses authorized by Court Order but which remain unpaid as of the close of the period report.



| Name of Insider | Date of Order<br>Authorizing<br>Compensation | * Authorized Gross Compensation | Gross<br>Compensation Paid<br>During the Month |
|-----------------|--|---------------------------------|--|
| N/A             |  |                                 |  |
|                 |  |                                 |  |
|                 |  |                                 |  |
|                 |  |                                 |  |
|                 |  |                                 |  |
|                 |  |                                 |  |
|                 |  |                                 |  |
|                 |  |                                 |  |
|                 |  |                                 |  |

VIII. SCHEDULE OF OTHER AMOUNTS PAID TO INSIDERS

| Name of Insider | Date of Order<br>Authorizing<br>Compensation | Description | Amount Paid<br>During the Month |
|-----------------|--|-------------|---------------------------------|
| N/A             |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |
|                 |  |             |                                 |

\* Please indicate how compensation was identified in the order (e.g. \$1,000/week, \$2,500/month)

|  | Current Month | Cumulative Post-Petition |
|--|---------------|--------------------------|
| <b>Sales/Revenue:</b>                      |               |                          |
| Custom Crush Income                        | 11,402.00     | 21,082.00                |
| Rental Income                              | 28,600.00     | 57,200.00                |
| Grape Sales                                | 0.00          | 0.00                     |
| Less: Returns/Discounts                    | 0.00          | 0.00                     |
| Net Sales/Revenue                          | 40,002.00     | 78,282.00                |
| <b>Cost of Goods Sold:</b>                 |               |                          |
| Beginning Inventory at cost                | 0.00          | 0.00                     |
| Purchases                                  | 0.00          | 0.00                     |
| Less: Ending Inventory at cost             | 0.00          | 0.00                     |
| Cost of Goods Sold (COGS)                  | 0.00          | 0.00                     |
| Gross Profit                               | 40,002.00     | 78,282.00                |
| Other Operating Income (Itemize)           | 0.00          | 0.00                     |
| <b>Operating Expenses:</b>                 |               |                          |
| Payroll - Insiders                         | 0.00          | 0.00                     |
| Payroll - Other Employees                  | 0.00          | 0.00                     |
| Payroll Taxes                              | 0.00          | 0.00                     |
| Other Taxes (Itemize)                      | 0.00          | 0.00                     |
| Depreciation and Amortization              | Unknown       | Unknown                  |
| Rent Expense - Real Property               | 0.00          | 0.00                     |
| Lease Expense - Personal Property          | 0.00          | 0.00                     |
| Insurance                                  | 0.00          | 0.00                     |
| Real Property Taxes                        | 0.00          | 0.00                     |
| Telephone and Utilities                    | 0.00          | 0.00                     |
| Repairs and Maintenance                    | 0.00          | 0.00                     |
| Travel and Entertainment (Itemize)         | 0.00          | 0.00                     |
| Miscellaneous Operating Expenses (Itemize) | 0.00          | 0.00                     |
| Total Operating Expenses                   | 0.00          | 0.00                     |
| Net Gain/(Loss) from Operations            | 40,002.00     | 78,282.00                |
| <b>Non-Operating Income:</b>               |               |                          |
| Interest Income                            | 0.00          | 0.00                     |
| Contributions from Managing Member         | 0.00          | 100.00                   |
| Other (Itemize)                            | 0.00          | 0.00                     |
| Total Non-Operating income                 | 0.00          | 100.00                   |
| <b>Non-Operating Expenses:</b>             |               |                          |
| Interest Expense                           | 0.00          | 0.00                     |
| Legal and Professional (Itemize)           | 0.00          | 0.00                     |
| Other (Itemize)                            | 0.00          | 0.00                     |
| Total Non-Operating Expenses               | 0.00          | 0.00                     |
| NET INCOME/(LOSS)                          | 40,002.00     | 78,382.00                |

# ASSETS

Current Month End

## Current Assets:

|                     |           |
|---------------------|-----------|
| Unrestricted Cash   | 21,082.00 |
| Restricted Cash     | 57,200.00 |
| Accounts Receivable | 0.00      |
| Inventory           | 0.00      |
| Notes Receivable    | 0.00      |
| Prepaid Expenses    | 0.00      |
| Other (Itemize)     | 0.00      |

Total Current Assets

78,282.00

Property, Plant, and Equipment

28,000,000.00

Accumulated Depreciation/Depletion

Unknown

Net Property, Plant, and Equipment

28,000,000.00

Other Assets (Net of Amortization):

|                   |      |
|-------------------|------|
| Due from Insiders | 0.00 |
| Other (Itemize)   | 0.00 |

Total Other Assets

0.00

TOTAL ASSETS

28,078,282.00

# LIABILITIES

Post-petition Liabilities:

|                   |      |
|-------------------|------|
| Accounts Payable  | 0.00 |
| Taxes Payable     | 0.00 |
| Notes Payable     | 0.00 |
| Professional fees | 0.00 |
| Secured Debt      | 0.00 |
| Other (Itemize)   | 0.00 |

Total Post-petition Liabilities

0.00

Pre-petition Liabilities:

|                       |               |
|-----------------------|---------------|
| Secured Liabilities   | 23,020,244.10 |
| Priority Liabilities  | 0.00          |
| Unsecured Liabilities | 6,440,000.00  |
| Other (Itemize)       | 0.00          |

Total Pre-petition Liabilities

29,460,244.10

TOTAL LIABILITIES

29,460,244.10

EQUITY:

|                             |                |
|-----------------------------|----------------|
| Pre-petition Owners' Equity | (1,460,344.10) |
| Post-petition Profit/(Loss) | 78,382.00      |
| Direct Charges to Equity    | 0.00           |

TOTAL EQUITY

(1,381,962.10)

EXHIBIT "H"

**XI. QUESTIONNAIRE**

1. Has the debtor-in-possession made any payments on its pre-petition unsecured debt, except as have been authorized by the court? If "Yes", explain below: No ☒ Yes ☐
- 
2. Has the debtor-in-possession during this reporting period provided compensation or remuneration to any officers, directors, principals, or other insiders without appropriate authorization? If "Yes", explain below: No ☐ Yes ☒
- Secured winery lessee, active negotiation on PSA; negotiating vineyard lease. Negotiating Live Oak sale.
- 
3. State what progress was made during the reporting period toward filing a plan of reorganization
- 
4. Describe potential future developments which may have a significant impact on the case:
5. Attach copies of all Orders granting relief from the automatic stay that were entered during the reporting period. None ☒
6. Did you receive any exempt income this month, which is not set forth in the operating report? If "Yes", please set forth the amounts and sources of the income below. No ☒ Yes ☐
- 

1. Leroy Coddington, Managing Member  
declare under penalty of perjury that I have fully read and understood the foregoing debtor-in-possession operating report and that the information contained herein is true and complete to the best of my knowledge.

  
Principal of Debtor-in-Possession

01/15/2020

Date

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

In Re:

Northern Holding, LLC

Debtor(s).

CHAPTER 11 (BUSINESS)

Case Number: 8:20-bk-13014-MW

Operating Report Number: 4

For the Month Ending: 1/31/2021

I. CASH RECEIPTS AND DISBURSEMENTS

A. GENERAL DIP ACCOUNT

1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS 25.00

2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS 0.00

3. BEGINNING BALANCE: 25.00

4. RECEIPTS DURING CURRENT PERIOD:

\*November Custom Crush Income 9,680.00

\*\$11,402.00 December Custom Crush Revenue for the lease override was billed in arrears with net-30 terms and will be Deposited in mid February. \$12,356.00 January Custom Crush Revenue for the lease override was billed in arrears with net-30 terms and will be Deposited in early March.

TOTAL RECEIPTS THIS PERIOD: 9,680.00

5. BALANCE: 9,705.00

6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD

Transfers to Other DIP Accounts (from page 2) 0.00

Disbursements (from page 2) 10.00

TOTAL DISBURSEMENTS THIS PERIOD:\*\*\* 10.00

7. ENDING BALANCE: 9,695.00

8. General DIP Account Number:

xxxxxx3473

Wells Fargo Bank, N.A.

Depository Name & Location:

P.O. Box 6995

Portland, OR 97228-6995

\* All receipts must be deposited into the general account

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale

\*\*\*This amount should be the same as the total from page 2

[illegible]

\* Fill in amounts in this column if they are TRANSFERS to another DIP account (e.g. Payroll or Tax); the "amount" column will be filled in for you.

\*\* Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you

**BANK RECONCILIATION**

**Bank statement Date:** 1/31/2021 **Balance on Statement:** \$9,695.00

**Plus deposits in transit (a):**

| <u>Deposit Date</u> | <u>Deposit Amount</u> |
|---------------------|-----------------------|
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**TOTAL DEPOSITS IN TRANSIT**

**0.00**

**Less Outstanding Checks (a):**

| <u>Check Number</u> | <u>Check Date</u> | <u>Check Amount</u> |
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**TOTAL OUTSTANDING CHECKS:**

**0.00**

**Bank statement Adjustments:**

**Explanation of Adjustments-**

|  |
|--|
|  |
|--|

**ADJUSTED BANK BALANCE:**

**\$9,695.00**

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

|   |                          |                  |
|---|--------------------------|------------------|
| In Re:<br><br>Northern Holding, LLC<br><br>Debtor(s). | CHAPTER 11 (BUSINESS)    |                  |
|   | Case Number:             | 8:20-bk-13014-MW |
|   | Operating Report Number: | 4                |
|   | For the Month Ending:    | 1/31/2021        |

I. CASH RECEIPTS AND DISBURSEMENTS

A. TEXAS ROAD PROPERTY CASH COLLATERAL DIP ACCOUNT

|   |                         |
|---|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS   | 12,025.00               |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS                              | 0.00                    |
| 3. BEGINNING BALANCE:   | 12,025.00               |
| 4. RECEIPTS DURING CURRENT PERIOD:  |                         |
| Grape Sales   | 0.00                    |
| TOTAL RECEIPTS THIS PERIOD:   | 0.00                    |
| 5. BALANCE:   | 12,025.00               |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD  |                         |
| *12/30/20 Deposit Return (from page 2)  | 12,000.00               |
| *See cover sheet (page 10) for Live Oak account re explanation on rental payments returned NSF. |                         |
| Disbursements (from page 2)   | 12.00                   |
| TOTAL DISBURSEMENTS THIS PERIOD:***   | 12,012.00               |
| 7. ENDING BALANCE:  | 13.00                   |
| 8. Texas Road Property CC DIP Account Number:   | xxxxxx7678              |
| Depository Name & Location:   | Wells Fargo Bank, N.A.  |
|   | P.O. Box 6995           |
|   | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

\*\*\*This amount should be the same as the total from page 2.



|   |                  |              |                    |
|---|------------------|--------------|--------------------|
| <b>TOTAL DISBURSEMENTS THIS PERIOD:</b> | <b>12,000.00</b> | <b>12.00</b> | <b>\$12,012.00</b> |
|---|------------------|--------------|--------------------|

\* \* Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you

**BANK RECONCILIATION**

**Bank statement Date:** 1/31/2021 **Balance on Statement:** \$13.00

**Plus deposits in transit (a):**

Deposit Date Deposit Amount

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**TOTAL DEPOSITS IN TRANSIT**

**0.00**

**Less Outstanding Checks (a):**

Check Number Check Date Check Amount

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**TOTAL OUTSTANDING CHECKS:**

**0.00**

**Bank statement Adjustments:**

**Explanation of Adjustments-**

|  |
|--|
|  |
|--|

**ADJUSTED BANK BALANCE:**

**\$13.00**

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

|   |  |
|---|--|
| In Re:<br><br>Northern Holding, LLC<br><br>Debtor(s). | <b>CHAPTER 11 (BUSINESS)</b><br><br>Case Number: 8:20-bk-13014-MW<br>Operating Report Number: 4<br>For the Month Ending: 1/31/2021 |
|---|--|

I. CASH RECEIPTS AND DISBURSEMENTS  
A. 1172 PROPERTY CASH COLLATERAL DIP ACCOUNT

|  |                         |
|--|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS                | 25.00                   |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS     | 0.00                    |
| 3. BEGINNING BALANCE:  | 25.00                   |
| 4. RECEIPTS DURING CURRENT PERIOD:                                     |                         |
| *December Winery Facility Rental Income                                | 15,000.00               |
| January Rents (\$15K) due and will be collected in February.           |                         |
| **Nov. - Jan. Apartment Unit Rental Income                             | 3,600.00                |
| **\$1,200.00 January Rent Underpaid by Tenant - Collected in February. |                         |
| *Transfer From Live Oak Property Account (7694)                        | 15,000.00               |
| *November Rents Deposited into the wrong account                       |                         |
| TOTAL RECEIPTS THIS PERIOD:  | 33,600.00               |
| 5. BALANCE:  | 33,625.00               |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD                     |                         |
| Transfers to Other DIP Accounts (from page 2)                          | 0.00                    |
| Disbursements (from page 2)  | 0.00                    |
| TOTAL DISBURSEMENTS THIS PERIOD:***                                    | 0.00                    |
| 7. ENDING BALANCE:   | 33,625.00               |
| 8. 1172 Property CC DIP Account Number:                                | xxxxxx7686              |
| Depository Name & Location:  | Wells Fargo Bank, N.A.  |
|  | P.O. Box 6995           |
|  | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale

\*\*\*This amount should be the same as the total from page 2

[illegible]

\* Fill in amounts in this column if they are TRANSFERS to another DIP account (e.g. Payroll or Tax); the "amount" column will be filled in for you.

\*\* Fill in amounts in this column if they are DISBURSEMENTS to outside payees; the "amount" column will be filled in for you.

Bank statement Date: 1/31/2021 Balance on Statement: \$33,625.00

Plus deposits in transit (a):

| <u>Deposit Date</u> | <u>Deposit Amount</u> |
|---------------------|-----------------------|
|---------------------|-----------------------|

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| _____ | _____ |

TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

| <u>Check Number</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|-------------------|---------------------|
|---------------------|-------------------|---------------------|

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TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

|  |
|--|
|  |
|--|

ADJUSTED BANK BALANCE:

\$33,625.00

\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment

OFFICE OF THE UNITED STATES TRUSTEE  
CENTRAL DISTRICT OF CALIFORNIA

In Re:

Northern Holding, LLC

Debtor(s).

CHAPTER 11 (BUSINESS)

Case Number: 8:20-bk-13014-MW

Operating Report Number: 4

For the Month Ending: 1/31/2021

I. CASH RECEIPTS AND DISBURSEMENTS

A. LIVE OAK PROPERTY CASH COLLATERAL DIP ACCOUNT

|  |                         |
|--|-------------------------|
| 1. TOTAL RECEIPTS PER ALL PRIOR GENERAL ACCOUNT REPORTS  | 15,025.00               |
| 2. LESS: TOTAL DISBURSEMENTS PER ALL PRIOR GENERAL ACCOUNT REPORTS   | 0.00                    |
| 3. BEGINNING BALANCE:  | 15,025.00               |
| 4. RECEIPTS DURING CURRENT PERIOD:   |                         |
| *December & January Unit 1 Rental Income   | 24,000.00               |
| *November Rent (\$12K) was deposited into Texas property account in December incorrectly & was returned unpaid on 1/4/21. Collection efforts underway. |                         |
| **Unit 2 Rental Income   | 0.00                    |
| **Renovations completed.   |                         |
| Grape Sales  | 0.00                    |
| TOTAL RECEIPTS THIS PERIOD:  | 24,000.00               |
| 5. BALANCE:  | 39,025.00               |
| 6. LESS: TOTAL DISBURSEMENTS DURING CURRENT PERIOD   |                         |
| Transfer to 1172 Property DIP Account (from page 2)  | 15,000.00               |
| Disbursements (from page 2)  | 0.00                    |
| TOTAL DISBURSEMENTS THIS PERIOD:***  | 15,000.00               |
| 7. ENDING BALANCE:   | 24,025.00               |
| 8. Live Oak Property CC DIP Account Number:  | xxxxxx7694              |
|  | Wells Fargo Bank, N.A.  |
| Depository Name & Location:  | P.O. Box 6995           |
|  | Portland, OR 97228-6995 |

\* All receipts must be deposited into the general account.

\*\* Include receipts from the sale of any real or personal property out of the ordinary course of business; attach an exhibit specifying what was sold, to whom, terms, and date of Court Order or Report of Sale.

\*\*\*This amount should be the same as the total from page 2.



# BANK RECONCILIATION

Bank statement Date: 1/31/2021 Balance on Statement: \$24,025.00

Plus deposits in transit (a):

| <u>Deposit Date</u> | <u>Deposit Amount</u> |
|---------------------|-----------------------|
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TOTAL DEPOSITS IN TRANSIT

0.00

Less Outstanding Checks (a):

| <u>Check Number</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|-------------------|---------------------|
| _____               | _____             | _____               |
| _____               | _____             | _____               |
| _____               | _____             | _____               |
| _____               | _____             | _____               |
| _____               | _____             | _____               |
| _____               | _____             | _____               |
| _____               | _____             | _____               |
| _____               | _____             | _____               |

TOTAL OUTSTANDING CHECKS:

0.00

Bank statement Adjustments:

Explanation of Adjustments-

ADJUSTED BANK BALANCE:

\$24,025.00

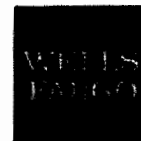
\* It is acceptable to replace this form with a similar form

\*\* Please attach a detailed explanation of any bank statement adjustment



# Wells Fargo Combined Statement of Accounts

January 31, 2021 ■ Page 1 of 7



NORTHERN HOLDING LLC  
GENERAL ACCOUNT  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)  
13217 JAMBOREE RD # 429  
TUSTIN CA 92782-9158

## Questions?

Available by phone 24 hours a day, 7 days a week:

Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](https://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit [wellsfargoworks.com](https://wellsfargoworks.com) to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](https://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking



Online Statements



Business Bill Pay



Business Spending Report



Overdraft Protection



## Summary of accounts

### Checking/Prepaid and Savings

| Account                       | Page | Account number | Ending balance<br>last statement | Ending balance<br>this statement |
|-------------------------------|------|----------------|----------------------------------|----------------------------------|
| Initiate Business Checking™   | 2    | 3473           | 25.00                            | 9,695.00                         |
| Initiate Business Checking™   | 3    | 7678           | 12,025.00                        | 13.00                            |
| Initiate Business Checking™   | 4    | 7686           | 25.00                            | 33,625.00                        |
| Initiate Business Checking™   | 5    | 7694           | 15,025.00                        | 24,025.00                        |
| <b>Total deposit accounts</b> |      |                | <b>\$27,100.00</b>               | <b>\$67,358.00</b>               |

January 31, 2021 ■ Page 2 of 7



## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                          |            |
|--------------------------|------------|
| Beginning balance on 1/1 | \$25.00    |
| Deposits/Credits         | 9,680.00   |
| Withdrawals/Debits       | - 10.00    |
| Ending balance on 1/31   | \$9,695.00 |

Account number: 3473  
**NORTHERN HOLDING LLC**  
**GENERAL ACCOUNT**  
**DEBTOR IN POSSESSION**  
**CH11 CASE #20-13014 (CCA)**  
*California account terms and conditions apply*  
For Direct Deposit use  
Routing Number (RTN): 121042882  
For Wire Transfers use  
Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

### Transaction history

| Date                   | Check Number | Description  | Deposits/<br>Credits | Withdrawals/<br>Debits | Ending daily<br>balance |
|------------------------|--------------|--|----------------------|------------------------|-------------------------|
| 1/29                   |              | Edeposit IN Branch/Store 01/29/21 04:40:23 Pm 546 Spring St<br>Paso Robles CA 1273 | 9,680.00             |                        |                         |
| 1/29                   |              | Monthly Service Fee  |                      | 10.00                  | 9,695.00                |
| Ending balance on 1/31 |              |  |                      |                        | 9,695.00                |
| Totals                 |              |  | \$9,680.00           | \$10.00                |                         |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

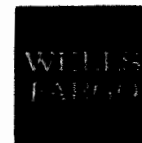
### Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](https://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

|   |                                      |                                   |
|---|--------------------------------------|-----------------------------------|
| Fee period 01/01/2021 - 01/31/2021                        | Standard monthly service fee \$10.00 | You paid \$10.00                  |
| <b>How to avoid the monthly service fee</b>               | Minimum required                     | This fee period                   |
| Have any <b>ONE</b> of the following account requirements |                                      |                                   |
| • Average ledger balance                                  | \$1,000.00                           | \$962.00 <input type="checkbox"/> |
| • Minimum daily balance                                   | \$500.00                             | \$25.00 <input type="checkbox"/>  |

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days  
Transactions occurring after the last business day of the month will be included in your next fee period.  
C1/C1

January 31, 2021 ■ Page 3 of 7



## Account transaction fees summary

| Service charge description   | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|------------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)          | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions                 | 1          | 100            | 0            | 0.50                                 | 0.00                      |
| <b>Total service charges</b> |            |                |              |                                      | <b>\$0.00</b>             |

## Other Wells Fargo Benefits

Our National Business Banking Center customer service number 1-800-CALL-WELLS (1-800-225-5935) hours of operation have temporarily changed to 7:00 a.m. to 11:00 p.m. Eastern Time, Monday through Saturday and Sunday 9:00 a.m. to 10:00 p.m. Eastern Time. Access to our automated banking system, the ability to report a fraud claim on your business credit or debit card, and access to report a lost or stolen business card will continue to be available 24 hours a day, 7 days per week. Thank you for banking with Wells Fargo. We appreciate your business.

## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                               |                |
|-------------------------------|----------------|
| Beginning balance on 1/1      | \$12,025.00    |
| Deposits/Credits              | 0.00           |
| Withdrawals/Debits            | - 12,012.00    |
| <b>Ending balance on 1/31</b> | <b>\$13.00</b> |

Account number: 7678

**NORTHERN HOLDING LLC  
CASH COLLATERAL 1  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)**

California account terms and conditions apply

For Direct Deposit use  
Routing Number (RTN): 121042882

For Wire Transfers use  
Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

## Transaction history

| Date                          | Check Number | Description                               | Deposits/<br>Credits | Withdrawals/<br>Debits | Ending daily<br>balance |
|-------------------------------|--------------|---|----------------------|------------------------|-------------------------|
| 1/4                           |              | Cashed/Deposited Item Retn Unpaid Fee     |                      | 12.00                  |                         |
| 1/4                           |              | Deposited Item Retn Unpaid - Paper 210104 |                      | 12,000.00              | 13.00                   |
| <b>Ending balance on 1/31</b> |              |   |                      |                        | <b>13.00</b>            |
| <b>Totals</b>                 |              |   | <b>\$0.00</b>        | <b>\$12,012.00</b>     |                         |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

January 31, 2021 ■ Page 4 of 7



### Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](https://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

|   |                                      |  |
|---|--------------------------------------|--|
| Fee period 01/01/2021 - 01/31/2021  | Standard monthly service fee \$10.00 | You paid \$0.00                                |
| How to avoid the monthly service fee  | Minimum required                     | This fee period                                |
| Have any ONE of the following account requirements  |                                      |  |
| • Average ledger balance  | \$1,000.00                           | \$1,175.00 <input checked="" type="checkbox"/> |
| • Minimum daily balance   | \$500.00                             | \$13.00 <input type="checkbox"/>               |
| The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period. |                                      |  |
| CUC1  |                                      |  |

### Account transaction fees summary

| Service charge description | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|----------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)        | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions               | 1          | 100            | 0            | 0.50                                 | 0.00                      |
| Total service charges      |            |                |              |                                      | \$0.00                    |

## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                          |             |
|--------------------------|-------------|
| Beginning balance on 1/1 | \$25.00     |
| Deposits/Credits         | 33,600.00   |
| Withdrawals/Debits       | - 0.00      |
| Ending balance on 1/31   | \$33,625.00 |

Account number: 7686  
NORTHERN HOLDING LLC  
CASH COLLATERAL 2  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)  
California account terms and conditions apply  
For Direct Deposit use  
Routing Number (RTN): 121042882  
For Wire Transfers use  
Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

### Transaction history

| Date                   | Check Number | Description  | Deposits/ Credits | Withdrawals/ Debits | Ending daily balance |
|------------------------|--------------|--|-------------------|---------------------|----------------------|
| 1/29                   |              | Deposit Made in A Branch/Store   | 18,600.00         |                     |                      |
| 1/29                   |              | Transfer IN Branch/Store - From Northern Holding LLC DDA<br>xxxxx7684 546 Spring St Paso Robles CA | 15,000.00         |                     | 33,625.00            |
| Ending balance on 1/31 |              |  |                   |                     | 33,625.00            |
| Totals                 |              |  | \$33,600.00       | \$0.00              |                      |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

January 31, 2021 ■ Page 5 of 7



### Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](https://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

|   |                                      |  |
|---|--------------------------------------|--|
| Fee period 01/01/2021 - 01/31/2021  | Standard monthly service fee \$10.00 | You paid \$0.00                                |
| How to avoid the monthly service fee  | Minimum required                     | This fee period                                |
| Have any ONE of the following account requirements  |                                      |  |
| · Average ledger balance  | \$1,000.00                           | \$3,277.00 <input checked="" type="checkbox"/> |
| · Minimum daily balance   | \$500.00                             | \$25.00 <input type="checkbox"/>               |
| The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period. |                                      |  |
| cuc1  |                                      |  |

### Account transaction fees summary

| Service charge description | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|----------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)        | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions               | 3          | 100            | 0            | 0.50                                 | 0.00                      |
| Total service charges      |            |                |              |                                      | \$0.00                    |

## Initiate Business Checking<sup>SM</sup>

### Statement period activity summary

|                          |             |
|--------------------------|-------------|
| Beginning balance on 1/1 | \$15,025.00 |
| Deposits/Credits         | 24,000.00   |
| Withdrawals/Debits       | - 15,000.00 |
| Ending balance on 1/31   | \$24,025.00 |

Account number: 7694  
NORTHERN HOLDING LLC  
CASH COLLATERAL 3  
DEBTOR IN POSSESSION  
CH11 CASE #20-13014 (CCA)  
California account terms and conditions apply  
For Direct Deposit use  
Routing Number (RTN): 121042882  
For Wire Transfers use  
Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

### Transaction history

| Date                   | Check Number | Description   | Deposits/ Credits | Withdrawals/ Debits | Ending daily balance |
|------------------------|--------------|---|-------------------|---------------------|----------------------|
| 1/29                   |              | Deposit Made In A Branch/Store  | 24,000.00         |                     |                      |
| 1/29                   |              | Transfer IN Branch/Store - to Northern Holding LLC DDA<br>xxxxxx7686 546 Spring St Paso Robles CA |                   | 15,000.00           | 24,025.00            |
| Ending balance on 1/31 |              |   |                   |                     | 24,025.00            |
| Totals                 |              |   | \$24,000.00       | \$15,000.00         |                      |

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

January 31, 2021 ■ Page 6 of 7



### Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](https://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

|  |                                      |   |
|--|--------------------------------------|---|
| Fee period 01/01/2021 - 01/31/2021   | Standard monthly service fee \$10.00 | You paid \$0.00                                 |
| How to avoid the monthly service fee   | Minimum required                     | This fee period                                 |
| Have any ONE of the following account requirements   |                                      |   |
| · Average ledger balance   | \$1,000.00                           | \$15,896.00 <input checked="" type="checkbox"/> |
| · Minimum daily balance  | \$500.00                             | \$15,025.00 <input checked="" type="checkbox"/> |
| The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days.<br>Transactions occurring after the last business day of the month will be included in your next fee period. |                                      |   |
| CUC1   |                                      |   |

### Account transaction fees summary

| Service charge description | Units used | Units included | Excess units | Service charge per excess units (\$) | Total service charge (\$) |
|----------------------------|------------|----------------|--------------|--------------------------------------|---------------------------|
| Cash Deposited (\$)        | 0          | 5,000          | 0            | 0.0030                               | 0.00                      |
| Transactions               | 2          | 100            | 0            | 0.50                                 | 0.00                      |
| Total service charges      |            |                |              |                                      | \$0.00                    |



**ENDING BALANCES FOR THE PERIOD:**

(Provide a copy of monthly account statements for each of the below)

|   |           |
|---|-----------|
| General DIP Account (3473):                             | 9,695.00  |
| Texas Road Property Cash Collateral DIP Account (7678): | 13.00     |
| 1172 Property Cash Collateral DIP Account (7686):       | 33,625.00 |
| Live Oak Property Cash Collateral DIP Account (7694):   | 24,025.00 |

**\*\*Petty Cash (from below):** 0.00

**TOTAL CASH AVAILABLE:**

67,358.00

**Petty Cash Transactions:**

| Date | Purpose | Amount |
|------|---------|--------|
| N/A  |         |        |
|      |         |        |
|      |         |        |
|      |         |        |
|      |         |        |
|      |         |        |

**TOTAL PETTY CASH TRANSACTIONS:**

0.00

\* Specify the Type of holding (e.g. CD, Savings Account, Investment Security), and the depository name, location & account#

\*\* Attach Exhibit itemizing all petty cash transactions



**II. STATUS OF PAYMENTS TO SECURED CREDITORS, LESSORS  
AND OTHER PARTIES TO EXECUTORY CONTRACTS**

| Creditor, Lessor, Etc.   | Frequency of Payments<br>(Mo/Qtr) | Amount of Payment | Post-Petition<br>payments not made<br>(Number) | Total Due |
|--|-----------------------------------|-------------------|--|-----------|
| *Farm Credit West,<br>FLCA (Cross-<br>Collateralized Lien on<br>1172, Live Oak, & Texas<br>Road)   | N/A                               | 19,800,000.00     | N/A  | N/A       |
| *Note was called and therefore there is no monthly mortgage payment amount due. The pre-default mortgage payment is unknown as the Debtor is not the borrower and does not have access to this information. The lienholder has not provided this information either, see Motion for Relief at Docket No. 11. |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
|  |                                   |                   |  |           |
| TOTAL DUE:   |                                   |                   |  | 0.00      |

**III. TAX LIABILITIES**

FOR THE REPORTING PERIOD:

Gross Sales Subject to Sales Tax: N/A  
Total Wages Paid: N/A

|                        | Total Post-Petition<br>Amounts Owing | Amount Delinquent | Date Delinquent<br>Amount Due |
|------------------------|--------------------------------------|-------------------|-------------------------------|
| Federal Withholding    | N/A                                  | 0.00              | N/A                           |
| State Withholding      | N/A                                  | 0.00              | N/A                           |
| FICA- Employer's Share | N/A                                  | 0.00              | N/A                           |
| FICA- Employee's Share | N/A                                  | 0.00              | N/A                           |
| Federal Unemployment   | N/A                                  | 0.00              | N/A                           |
| Sales and Use          | N/A                                  | 0.00              | N/A                           |
| Real Property          | N/A                                  | 0.00              | N/A                           |
| TOTAL:                 | 0.00                                 | 0.00              |                               |

|                 | *Accounts Payable | Accounts Receivable |               |
|-----------------|-------------------|---------------------|---------------|
|                 | Post-Petition     | Pre-Petition        | Post-Petition |
| 30 days or less | 0.00              | N/A                 | 0.00          |
| 31 - 60 days    | 0.00              | N/A                 | 0.00          |
| 61 - 90 days    | 0.00              | N/A                 | 0.00          |
| 91 - 120 days   | N/A               | N/A                 | N/A           |
| Over 120 days   | N/A               | N/A                 | N/A           |
| TOTAL:          | 0.00              | 0.00                | 0.00          |

#### V. INSURANCE COVERAGE

|                       | Name of Carrier | Amount of Coverage  | Policy Expiration Date | Premium Paid Through (Date) |
|-----------------------|-----------------|---------------------|------------------------|-----------------------------|
| General Liability     | Chubb Insurance | 1,000,000/5,839,100 | 4/15/2021              | 4/15/2021                   |
| Worker's Compensation | N/A             |                     |                        |                             |
| Casualty              | N/A             |                     |                        |                             |
| Vehicle               | N/A             |                     |                        |                             |

#### VI. UNITED STATES TRUSTEE QUARTERLY FEES (TOTAL PAYMENTS)

| Quarterly Period Ending (Date) | Total Disbursements | Quarterly Fees | Date Paid   | Amount Paid | Quarterly Fees Still Owing |
|--------------------------------|---------------------|----------------|-------------|-------------|----------------------------|
| 31-Dec-2020                    | 0.00                | 325.00         | 28-Jan-2021 | 325.00      | 0.00                       |
|                                |                     |                |             |             | 0.00                       |
|                                |                     |                |             |             | 0.00                       |
|                                |                     |                |             |             | 0.00                       |
|                                |                     |                |             |             | 0.00                       |
|                                |                     |                |             |             | 0.00                       |
|                                |                     |                |             |             | 0.00                       |
|                                |                     |                |             |             | 0.00                       |
|                                |                     |                |             |             | 0.00                       |
|                                |                     |                |             |             | 0.00                       |
|                                |                     | 325.00         |             | 325.00      | 0.00                       |

\* Post-Petition Accounts Payable SHOULD NOT include professionals' fees and expenses which have been incurred but not yet awarded by the court. Post-Petition Accounts Payable SHOULD include professionals' fees and expenses authorized by Court Order but which remain unpaid as of the close of the period report

| Name of Insider | Date of Order Authorizing Compensation | *Authorized Gross Compensation | Gross Compensation Paid During the Month |
|-----------------|--|--------------------------------|--|
| N/A             |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |
|                 |  |                                |  |

VIII. SCHEDULE OF OTHER AMOUNTS PAID TO INSIDERS

| Name of Insider | Date of Order Authorizing Compensation | Description | Amount Paid During the Month |
|-----------------|--|-------------|------------------------------|
| N/A             |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |
|                 |  |             |                              |

\* Please indicate how compensation was identified in the order (e.g. \$1,000/week, \$2,500/month)

(ACCRUAL BASIS ONLY)

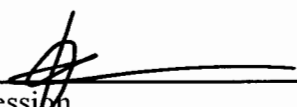
|  | Current Month | Cumulative Post-Petition |
|--|---------------|--------------------------|
| <b>*Sales/Revenue:</b>                         |               |                          |
| <b>*Please See Attachment on Page 25</b>       |               |                          |
| Custom Crush Income                            | 12,356.00     | 33,438.00                |
| Rental Income                                  | 28,600.00     | 85,800.00                |
| Grape Sales                                    | 0.00          | 0.00                     |
| Less: Returns/Discounts                        | 0.00          | 0.00                     |
| Net Sales/Revenue                              | 40,956.00     | 119,238.00               |
| <b>Cost of Goods Sold:</b>                     |               |                          |
| Beginning Inventory at cost                    | 0.00          | 0.00                     |
| Purchases                                      | 0.00          | 0.00                     |
| Less: Ending Inventory at cost                 | 0.00          | 0.00                     |
| Cost of Goods Sold (COGS)                      | 0.00          | 0.00                     |
| Gross Profit                                   | 40,956.00     | 119,238.00               |
| Other Operating Income (Itemize)               | 0.00          | 0.00                     |
| <b>*Operating Expenses:</b>                    |               |                          |
| <b>*Please See Attachment on Page 26 Other</b> |               |                          |
| Taxes (Itemize)                                | 0.00          | 0.00                     |
| Depreciation and Amortization                  | Unknown       | Unknown                  |
| Rent Expense - Real Property                   | 0.00          | 0.00                     |
| Lease Expense - Personal Property              | 0.00          | 0.00                     |
| Insurance                                      | 0.00          | 0.00                     |
| Real Property Taxes                            | 0.00          | 0.00                     |
| Telephone and Utilities                        | 0.00          | 0.00                     |
| Repairs and Maintenance                        | 0.00          | 0.00                     |
| Travel and Entertainment (Itemize)             | 0.00          | 0.00                     |
| Miscellaneous Operating Expenses (Itemize)     | 0.00          | 0.00                     |
| Total Operating Expenses                       | 0.00          | 0.00                     |
| Net Gain/(Loss) from Operations                | 40,956.00     | 119,238.00               |
| <b>Non-Operating Income:</b>                   |               |                          |
| Interest Income                                | 0.00          | 0.00                     |
| Contributions from Managing Member             | 0.00          | 100.00                   |
| Other (Itemize)                                | 0.00          | 0.00                     |
| Total Non-Operating income                     | 0.00          | 100.00                   |
| <b>*Non-Operating Expenses:</b>                |               |                          |
| <b>*Please See Attachment on Page 26</b>       |               |                          |
| Legal and Professional (Itemize)               | 0.00          | 0.00                     |
| Bank Fees                                      | 22.00         | 22.00                    |
| Other (Itemize)                                | 0.00          | 0.00                     |
| Total Non-Operating Expenses                   | 22.00         | 22.00                    |
| NET INCOME/(LOSS)                              | 40,934.00     | 119,316.00               |

| Income Chart for NHC |             |                          |   |               |
|----------------------|-------------|--------------------------|---|---------------|
| Date                 | Amount      | Reference                |   |               |
| November 2020        | \$16,600.00 | 1172 Rent                |   |               |
| November 2020        | \$12,000.00 | Live Oak Rent            |   |               |
| November 2020        | \$9,680.00  | 1172 Override            |   |               |
| November 2020        | \$0.00      | Crop Income - Texas Road |   |               |
| November 2020        | \$0.00      | Crop Income - 1172       |   |               |
| November 2020        | \$0.00      | Crop Income - Live Oak   |   |               |
|                      |             |                          |   |               |
| December 2020        | \$16,600.00 | 1172 Rent                |   |               |
| December 2020        | \$12,000.00 | Live Oak Rent            |   |               |
| December 2020        | \$11,402.00 | 1172 Override            |   |               |
| November 2020        | \$0.00      | Crop Income - Texas Road |   |               |
| November 2020        | \$0.00      | Crop Income - 1172       |   |               |
| November 2020        | \$0.00      | Crop Income - Live Oak   |   |               |
|                      |             |                          |   |               |
| January 2021         | \$16,600.00 | 1172 Rent                | Note: 1) January base lease due; will collect in February 2) \$1200 in arrears from Tolar residence |               |
| January 2021         | \$12,000.00 | Live Oak Rent            |   |               |
| January 2021         | \$12,356.00 | 1172 Override            | * in arrears 1month- discrepancy discovered in January report recap- Collection efforts underway    |               |
| January 2021         | \$0.00      | Crop Income - Texas Road |   |               |
| January 2021         | \$0.00      | Crop Income - 1172       |   |               |
| January 2021         | \$0.00      | Crop Income - Live Oak   |   | November 2020 |



| ASSETS                              |  | Current Month End |                |
|-------------------------------------|--|-------------------|----------------|
| Current Assets:                     |  |                   |                |
| Unrestricted Cash                   |  | 33,453.00         |                |
| Restricted Cash                     |  | 85,800.00         |                |
| Accounts Receivable                 |  | 0.00              |                |
| Inventory                           |  | 0.00              |                |
| Notes Receivable                    |  | 0.00              |                |
| Prepaid Expenses                    |  | 0.00              |                |
| Other (Itemize)                     |  | 0.00              |                |
| Total Current Assets                |  |                   | 119,253.00     |
| Property, Plant, and Equipment      |  | 28,000,000.00     |                |
| Accumulated Depreciation/Depletion  |  | Unknown           |                |
| Net Property, Plant, and Equipment  |  |                   | 28,000,000.00  |
| Other Assets (Net of Amortization): |  |                   |                |
| Due from Insiders                   |  | 0.00              |                |
| Other (Itemize)                     |  | 0.00              |                |
| Total Other Assets                  |  |                   | 0.00           |
| TOTAL ASSETS                        |  |                   | 28,119,253.00  |
| LIABILITIES                         |  |                   |                |
| Post-petition Liabilities:          |  |                   |                |
| Accounts Payable                    |  | 0.00              |                |
| Taxes Payable                       |  | 0.00              |                |
| Notes Payable                       |  | 0.00              |                |
| Professional fees                   |  | 0.00              |                |
| Secured Debt                        |  | 0.00              |                |
| Other (Itemize)                     |  | 0.00              |                |
| Total Post-petition Liabilities     |  |                   | 0.00           |
| Pre-petition Liabilities:           |  |                   |                |
| Secured Liabilities                 |  | 23,020,244.10     |                |
| Priority Liabilities                |  | 0.00              |                |
| Unsecured Liabilities               |  | 6,440,000.00      |                |
| Other (Itemize)                     |  | 0.00              |                |
| Total Pre-petition Liabilities      |  |                   | 29,460,244.10  |
| TOTAL LIABILITIES                   |  |                   | 29,460,244.10  |
| EQUITY:                             |  |                   |                |
| Pre-petition Owners' Equity         |  | (1,460,307.10)    |                |
| Post-petition Profit/(Loss)         |  | 119,316.00        |                |
| Direct Charges to Equity            |  | 0.00              |                |
| TOTAL EQUITY                        |  |                   | (1,340,991.10) |

- |  |       |       |
|--|-------|-------|
|  | No    | Yes   |
| 1. Has the debtor-in-possession made any payments on its pre-petition unsecured debt, except as have been authorized by the court? If "Yes", explain below:  | _____ | _____ |
| <hr/>  |       |       |
|  | No    | Yes   |
| 2. Has the debtor-in-possession during this reporting period provided compensation or remuneration to any officers, directors, principals, or other insiders without appropriate authorization? If "Yes", explain below: | _____ | _____ |
| <hr/>  |       |       |
| 3. State what progress was made during the reporting period toward filing a plan of reorganization   |       |       |
| <hr/>  |       |       |
| 4. Describe potential future developments which may have a significant impact on the case:   |       |       |
| 5. Attach copies of all Orders granting relief from the automatic stay that were entered during the reporting period. None   |       |       |
|  | No    | Yes   |
| 6. Did you receive any exempt income this month, which is not set forth in the operating report? If "Yes", please set forth the amounts and sources of the income below.   | _____ | _____ |
| <hr/>  |       |       |
| I, Leroy Coddington, Managing Member   |       |       |
| declare under penalty of perjury that I have fully read and understood the foregoing debtor-in-possession operating report and that the information contained herein is true and complete to the best of my knowledge.   |       |       |

  
Principal for Debtor-in-Possession

\_\_\_\_\_  
Date



**Exhibit "I"**

**From:** [Roksana D. Moradi-Brovia, Esq.](#)  
**To:** [Sorensen, Marilyn \(USTP\)](#)  
**Subject:** Re: Northern Holding, LLC (8: 20-bk-13014-MW) - financial questions  
**Date:** Tuesday, February 2, 2021 11:24:30 AM

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Thanks for this - sending to client right now.

**- Roksana D. Moradi-Brovia, Esq.\* | Partner**

*\*Certified Bankruptcy Specialist, State Bar of California, Board of Legal Specialization*

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**Facsimile:** (213) 572-0860

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On Tue, Feb 2, 2021 at 11:03 AM Sorensen, Marilyn (USTP) <[Marilyn.Sorensen@usdoj.gov](mailto:Marilyn.Sorensen@usdoj.gov)> wrote:

Roksana,

Nancy and I just discussed the response you sent yesterday. We would like the Debtor to file profit and loss statements for November and December 2020, which list all income and accrued expenses. All future Operating Reports must also include a completed profit and loss statement.

We need a detailed breakdown of all payments that Mr. Coddington has made on behalf of the Debtor since the filing. If he continues to pay expenses for the Debtor, a detailed list should be included in future Operating Reports as well.

All financial transactions need to be entirely transparent.

Thank you,

Marilyn

**From:** Sorensen, Marilyn (USTP)  
**Sent:** Monday, February 1, 2021 1:59 PM  
**To:** Roksana D. Moradi-Brovia, Esq. <[roksana@rhmfir.com](mailto:roksana@rhmfir.com)>  
**Cc:** Matt Resnik <[matt@rhmfir.com](mailto:matt@rhmfir.com)>; Sloan Youkstetter <[sloan@rhmfir.com](mailto:sloan@rhmfir.com)>;  
Goldenberg, Nancy (USTP) <[Nancy.Goldenberg@UST.DOI.GOV](mailto:Nancy.Goldenberg@UST.DOI.GOV)>  
**Subject:** RE: Northern Holding, LLC (8: 20-bk-13014-MW) - financial questions

Thank you. Nancy will be back in the office tomorrow and we will review the responses together.

When were the checks received (see question from January 27<sup>th</sup> e-mail)? Why were checks held?

As an initial impression I would say that it's important that accurate profit and loss

statements are filed every month. When it comes time to file a Disclosure Statement, as you know, we rely upon the information in the profit and loss statements, and the operating reports in general, to determine the veracity of the projections and financial information. How is anyone to know whether the business is profitable if the statements do not tell us the income/ sales and the accrued expenses? How much has Mr. Codding contributed post-petition to the Debtor?

Mr. Tolar has a signed lease, correct? Did he pay the Debtor for November and December 2020, as well as January 2021? The answer below does not specify that information, only referring to sorting out payments in the future.

Hope this helps initially,

Marilyn

**From:** Roksana D. Moradi-Brovia, Esq. <[roksana@rhmfir.com](mailto:roksana@rhmfir.com)>  
**Sent:** Monday, February 1, 2021 1:33 PM  
**To:** Sorensen, Marilyn (USTP) <[Marilyn.Sorensen@UST.DOL.GOV](mailto:Marilyn.Sorensen@UST.DOL.GOV)>  
**Cc:** Matt Resnik <[matt@rhmfir.com](mailto:matt@rhmfir.com)>; Sloan Youkstetter <[sloan@rhmfir.com](mailto:sloan@rhmfir.com)>;  
Goldenberg, Nancy (USTP) <[Nancy.Goldenberg@UST.DOL.GOV](mailto:Nancy.Goldenberg@UST.DOL.GOV)>  
**Subject:** Re: Northern Holding, LLC (8: 20-bk-13014-MW) - financial questions

Hi Marilyn,

Here are the reponses.

-Payments were sequestered - checks received and held - and now all deposited within the month. Jan. bank statement is attached.

-Debtor has spent no money as of yet. There are expenses which are being funded by Mr. Codding personally as gifts to the business, he did not include them in accruals "because they don't technically hit the books according to GAAP guidelines. I respectfully assert the profit and loss statement does not require revision, due to these expenses being funded externally as gifts to the business by me personally."

-As for the \$1,600/month unit: "Tolar was a moving target. He was at his other home in Southern California for a majority of the holiday season. Had been leaving payments in a drop box that I was not aware of. Growing pains. We have that sorted out moving forward."

Mr. Codding has an appointment on Wend. to prepare the Jan MOR with Ms. Tyrell and we expect to have the report filed early. Please let me know what other comments you have so that they can review/discuss then.

Thanks.

**- Roksana D. Moradi-Brovia, Esq.\* | Partner**

*\*Certified Bankruptcy Specialist, State Bar of California, Board of Legal Specialization*

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On Wed, Jan 27, 2021 at 10:52 AM Sorensen, Marilyn (USTP)  
<[Marilyn.Sorensen@usdoj.gov](mailto:Marilyn.Sorensen@usdoj.gov)> wrote:

Good Morning Roksana, Matt, and Sloan,

Since the last e-mail (see below), the December Operating Report has been filed. Why were the December deposits not made until December 30, 2020? When did the Debtor receive the funds?

Please note the December profit-and-loss statement, which is accrual-based, lists no expenses (see attached). This is contrary to documents submitted to our office and indications at the Initial Debtor Interview that the Debtor had expenses every month. Please explain and amend.

The comments regarding delayed deposits make it difficult to track with certainty but it appears that the rental income that Bill Tolar owes (\$1,600 per month) has not been deposited in October, November, or December. What is the reason for this delay?

Thank you,

Marilyn

**From:** Sorensen, Marilyn (USTP)  
**Sent:** Monday, December 28, 2020 11:06 AM  
**To:** Roksana D. Moradi-Brovia, Esq. <[roksana@rhmfir.com](mailto:roksana@rhmfir.com)>

**Cc:** Goldenberg, Nancy (USTP) <[Nancy.Goldenberg@UST.DOI.GOV](mailto:Nancy.Goldenberg@UST.DOI.GOV)>; Matt Resnik <[matt@rhmfirm.com](mailto:matt@rhmfirm.com)>; Sloan Youkstetter <[sloan@rhmfirm.com](mailto:sloan@rhmfirm.com)>  
**Subject:** RE: Northern Holdings, LLC's lack of deposits (8: 20-bk-13014-MW)

Roksana,

Can you send us evidence now of deposits made in December?

Marilyn

**From:** Roksana D. Moradi-Brovia, Esq. <[roksana@rhmfirm.com](mailto:roksana@rhmfirm.com)>  
**Sent:** Monday, December 28, 2020 11:01 AM  
**To:** Sorensen, Marilyn (USTP) <[Marilyn.Sorensen@UST.DOI.GOV](mailto:Marilyn.Sorensen@UST.DOI.GOV)>  
**Cc:** Goldenberg, Nancy (USTP) <[Nancy.Goldenberg@UST.DOI.GOV](mailto:Nancy.Goldenberg@UST.DOI.GOV)>; Matt Resnik <[matt@rhmfirm.com](mailto:matt@rhmfirm.com)>; Sloan Youkstetter <[sloan@rhmfirm.com](mailto:sloan@rhmfirm.com)>  
**Subject:** Re: Northern Holdings, LLC's lack of deposits (8: 20-bk-13014-MW)

Hi, the first page of each account has a note with an asterisk re the deposits being made in Dec.

The loan was called therefore there is no current monthly mortgage payment amount. We can list that information and put the contract rate?

Please let me know, thanks!

- **Roksana D. Moradi-Brovia, Esq.\*** | *Partner*

*\*Certified Bankruptcy Specialist, State Bar of California, Board of Legal Specialization*

**RESNIK HAYES MORADI LLP**

17609 Ventura Boulevard, Suite 314  
Encino, CA 91316  
**Direct Line:** (818) 933-2843  
**Main Line:** (818) 285-0100  
**Facsimile:** (818) 855-7013

**RESNIK HAYES MORADI LLP**

510 West Sixth Street, Suite 1220  
Los Angeles, CA 90014  
**Telephone:** (213) 572-0800  
**Facsimile:** (213) 572-0860

[www.RHMFirm.com](http://www.RHMFirm.com)

[www.CentralDistrictInsider.com](http://www.CentralDistrictInsider.com)



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On Mon, Dec 28, 2020 at 8:28 AM Sorensen, Marilyn (USTP)  
<[Marilyn.Sorensen@usdoj.gov](mailto:Marilyn.Sorensen@usdoj.gov)> wrote:

Good Morning Roksana,

The November Operating Report lists no deposits of money which is contrary to what the Debtor projected (see attached). The Debtor listed four sources of income for November 2020 in its projection, totaling \$40,000 for the month, but none of those receipts were shown in the Operating Report. What is the Debtor doing to collect these obligations? Any information you can provide us with regard to this issue would be



greatly appreciated.

Also, please look at Section II, which should identify the monthly mortgage payment(s) but instead lists the full balance. Can you update this portion of the report please?

Thank you,

Marilyn

**Exhibit "J"**

1 Roksana D. Moradi-Brovia (Bar No. 266572)  
2 W. Sloan Youkstetter (Bar No. 296681)  
3 **RESNIK HAYES MORADI LLP**  
4 17609 Ventura Blvd., Suite 314  
5 Encino, CA 91316  
6 **Telephone:** (818) 285-0100  
7 **Facsimile:** (818) 855-7013  
8 roksana@RHMFirm.com  
9 sloan@RHMFirm.com

10 *Attorneys for Debtor*  
11 Northern Holdings, LLC

12 **UNITED STATES BANKRUPTCY COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**  
14 **SATNA ANA DIVISION**

15 In re:

16 NORTHERN HOLDING, LLC,

17 Debtor.

Case No. 8:20-bk-13014-MW

Chapter 11

**STATUS REPORT; DECLARATION  
OF LEROY CODDING IN SUPPORT  
THEREOF**

Date: February 24, 2021

Time: 9:00 a.m.

Place: Courtroom 6C  
411 W. Fourth Street  
Santa Ana, CA 92701

18 **TO THE HONORABLE MARK S. WALLACE, UNITED STATES**  
19 **BANKRUPTCY JUDGE; THE UNITED STATES TRUSTEE AND HIS COUNSEL**  
20 **OF RECORD; AND ALL CREDITORS AND PARTIES IN INTEREST:**

21 Northern Holdings, LLC, the "Debtor" and "Debtor-in-Possession" ("DIP") in the  
22 above referenced Chapter 11 case, hereby submits its Status Report as follows:  
23

24 ///

25 ///

26 ///

27 ///

28 ///

# **1. INTRODUCTION**

The Debtor commenced its bankruptcy case by filing a voluntary petition under Chapter 11 of 11 U.S.C. §101 et seq on October 28, 2020. The Debtor is operating its business and managing its financial affairs as a DIP pursuant to §§1107 and 1108 of the Bankruptcy Code.

The Debtor is a Minnesota LLC; it was created for the purpose of acquiring and restructuring a wine importer/distribution company in St. Paul, MN. Leroy Coddington is the sole and managing member of the Debtor.

The Debtor currently owns and operates the following real properties which it acquired from Erich Russell on October 27, 2020:

|   |  |
|---|--|
| <p><b>“Live Oak Property”</b></p> <p>2380 Live Oak Road<br/>Paso Robles, CA 93446</p> <p><i>2 homes on the property.</i></p>                                | <p>FMV \$9,700,000</p> <p>1st TD:<br/>Farm Credit West, FLCA [hereinafter “Farm Credit”] (cross-collateralized with 1172 and Texas Road)<br/>\$19,040,509.25 (per Farm Credit’s Motion for Relief)</p> <p>Property Taxes:<br/>County of San Luis Obispo County Tax Collector<br/>\$13,625.84</p> |
| <p><b>“1172 Property”</b></p> <p>1172 San Marcos Road<br/>Paso Robles, CA 93446</p> <p><i>Winery facility (42,000 sq ft) and residential apartment.</i></p> | <p>FMV \$11,500,000</p> <p>1st TD:<br/>Farm Credit (cross-collateralized with Live Oak and Texas Road)<br/>\$19,040,509.25 (per Farm Credit’s Motion for Relief)</p> <p>Property Taxes:<br/>County of San Luis Obispo County Tax Collector<br/>\$3,200,000</p>                                   |

|   |   |   |
|---|---|---|
| 1 | <b>"Texas Road Property"</b>              | FMV \$4,300,000                           |
| 2 | APN 027-145-022                           | 1st TD:                                   |
| 3 | 42-acre vineyard (permits obtained for a  | Farm Credit (cross-collateralized with    |
| 4 | single-family residence but no plan to    | 1172 and Live Oak)                        |
| 5 | proceed with construction at this point). | \$19,040,509.25 (per Farm Credit's Motion |
| 6 |   | for Relief)                               |
| 7 |   | Property Taxes:                           |
| 8 |   | County of San Luis Obispo County Tax      |
|   |   | Collector                                 |
|   |   | \$6,618.26                                |

9 The Debtor also owns equipment: various pumps and irrigation capital equipment;  
10 trellis systems, miscellaneous winery equipment valued at about \$2,500,000.

11 This case was filed in order to stop a foreclosure sale of the Debtor's real properties  
12 by lienholder Farm Credit and so that it can otherwise reorganize its financial affairs.

## 13 14 **2. PROGRESS SINCE LAST STATUS CONFERENCE**

15 The Debtor filed its *Application to Employ Resnik Hayes Moradi LLP as General*  
16 *Bankruptcy Counsel* on November 17, 2020 (Docket No. 25); the application was  
17 approved on January 4, 2021 (Docket No. 40).

18 The Debtor gave notice of the claims bar date of March 31, 2021 (Scheduling Order  
19 is Docket No. 47) to all required parties in interest on January 18, 2021 (Docket No. 43).

20 Farm Credit filed its *Motion for Relief from the Automatic Stay under 11 U.S.C.*  
21 *§362(d)(1), (2), and (4)* (the "Motion for Relief") on November 6, 2020 [Docket No. 11].  
22 After review of the Debtor's *Objection* thereto [Docket No. 24] and the *Supplemental*  
23 *Declaration* in support of the Objection [Docket No. 28], and Farm Credit's *Reply* [Docket  
24 No. 27]], the Court entered its *Order Continuing Hearing on Motion for Relief from Stay*  
25 [Docket No. 32] on December 2, 2020, continuing the hearing on the Motion for Relief to  
26 March 22, 2020.

27 As set forth in the initial Status Report (Docket No. 38) and various pleadings filed  
28 since that time, the Debtor has outlined the following as its plan for financial

1 reorganization: refinance, sale and/or lease of the Debtor's three real properties as quickly  
2 as possible.

3 To that end, the Debtor entered into a *Real Estate Consulting and Advisory*  
4 *Services Agreement* ("Agreement") with Hilco Real Estate, LLC ("Hilco"). Hilco's role  
5 shall be to develop a sales strategy with the Debtor and to market the Live Oak and 1172  
6 Properties for sale (reserve price is \$30,500,000), to negotiate the terms of the sales on  
7 behalf of the Debtor and to advise and consult the Debtor regarding these transactions and  
8 process. Hilco will market the properties for sale through an accelerated sales process; the  
9 bid deadline/auction is anticipated to be or within eight weeks after entry of the order  
10 approving its employment tin this case.

11 The Debtor has decided to work with Hilco for a variety of reasons, one of which is  
12 that Hilco has been employed in many bankruptcy cases and is familiar with the Chapter  
13 11 process, making it an optimal "partner" to execute the Debtor's plans to sell/refinance.

14 The application to employ Hilco has been drafted and the Debtor expects to file it  
15 within the next week.

16 The Debtor has also been actively negotiating with third party growers Broken  
17 Earth Winery and WarRoom Ventures to lease vineyard blocks at the Texas Road  
18 Property. This incremental business would result in additional income of approximately  
19 \$12,000 per month and a windfall of \$80,000 to \$110,000 for harvest in September and  
20 October. The Debtor is also trying to secure a planting/fruit sales contract with Justin  
21 Winery.<sup>1</sup> These efforts are slated to generate significant additional income for the Debtor  
22 and assist in the process of securing a new loan.

23 ///

24 ///

25 ///

26 ///

27 \_\_\_\_\_  
28 <sup>1</sup> Justin Winery is part of the Wonderful Company.

The Debtor has received the following rental income since the case was filed: all rents are being segregated in the Debtor's bank accounts.

|                                 | Live Oak Unit #1   | Live Oak Unit #2 | 1172 winery facility | 1172 apartment  |
|---------------------------------|--|------------------|----------------------|---|
| <b>Tenant</b>                   | None - the unit is currently being marketed for rent. Mr. Coddington personally funded the renovations which are now complete. | Erich Russell    | Rabbit Ridge Wine    | Bill Tolar (tenant was using drop box for rents and checks accumulated, new arrangement for timely payments now made) |
| <b>Rental Amount</b>            | N/A  | \$12,000         | \$15,000             | \$1,600   |
| <b>Date Nov. Rent Received</b>  | N/A  | 11/1/2020        | 10/29/2020           | 11/4/2020   |
| <b>Date Nov. Rent Deposited</b> | N/A  | 12/2020          | 12/2020              | 1/28/2021   |
| <b>Date Dec. Rent Received</b>  | N/A  | 11/1/2020        | 12/3/2020            | 12/5/2020   |
| <b>Date Dec. Rent Deposited</b> | N/A  | 12/28/2020       | 12/28/2020           | 1/28/2021   |
| <b>Date Jan. Rent Received</b>  | N/A  | 11/1/2020        | 12/5/2020            | 1/4/2021  |
| <b>Date Jan. Rent Deposited</b> | N/A  | 1/22/2021        | 1/22/2021            | 1/28/2021   |

Several of the rent checks were deposited late (but were timely tendered by the tenants) because Mr. Coddington was quarantining for two weeks; once he received his negative COVID-19 test result, the checks were deposited.

Because the Debtor is selling the Live Oak and 1172 properties and is actively looking for financing for Texas Road, it believes that any sale/financing will pay all postpetition property taxes in full and it has therefore not yet paid the property taxes.

### 3. DISCLOSURE STATEMENT AND PLAN

At the preliminary Status Conference held in this case on January 13, 2021, the Court set a deadline of July 31, 2021, for the Debtor to file its disclosure statement describing chapter 11 plan of reorganization ("Disclosure Statement") and chapter 11 plan of reorganization ("Plan"), and a deadline of November 30, 2021 by which the Debtor must confirm a Plan (Scheduling Order is Docket No. 47).

The Debtor filed its *Motion for Order Extending Debtor's Exclusivity Period to File a Chapter 11 Plan of Reorganization* on January 18, 2021 (Docket No. 42), seeking to

1 extend the period in which the Debtor has the exclusive right to file a Plan by 120 days  
2 (from February 25, 2021, through and including June 25, 2021), and extending the period  
3 in which the Debtor has the exclusive right to solicit acceptance of a Plan by 150 days  
4 (from April 26, 2021, through and including September 23, 2021). Farm Credit filed an  
5 *Objection* thereto on January 25, 2021 (Docket No. 50) and the Debtor filed its *Reply* on  
6 February 2, 2021 (Docket No. 51). The motion was heard and granted at the hearing held  
7 on February 8, 2021.

8  
9 **4. U.S. TRUSTEE ("UST") COMPLIANCE**

10 The Debtor believes that it is in substantial compliance with its obligations as a DIP  
11 at this time; the December Monthly Operating Report was filed on January 18, 2021  
12 (Docket No. 45).

13 The Debtor has been in recent communications with the UST regarding certain  
14 amendments to the previously filed MORs and the Debtor is working on those edits with  
15 its MOR preparer, Debbie Tyrell. The amendments relate to various payments that Mr.  
16 Coddington made on behalf of the Debtor, which are categorized as gifts but are in any event  
17 payments made on behalf of the Debtor and which are therefore subject to UST quarterly  
18 fees. Additional corrections related to the balance sheets have also been discussed.

19  
20 Dated: February 10, 2021

**RESNIK HAYES MORADI LLP**

21 By: /s/ Roksana D. Moradi-Brovia  
22 **Roksana D. Moradi-Brovia**  
23 **W. Sloan Youkstetter**  
24 *Attorneys for Debtor*  
25 Northern Holdings, LLC  
26  
27  
28



# DECLARATION OF LEROY CODDING

I, Leroy Coddington, declare as follows:

1. I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would testify competently with respect thereto. Where facts are alleged upon information and belief, I believe them to be true.

2. I am the sole and managing member and the custodian of records of Northern Holdings, LLC, the "Debtor" and "Debtor-in-Possession" ("DIP") in this Chapter 11 case. I am authorized to make decisions for the Debtor.

3. The Debtor commenced this case on October 28, 2020.

4. The Debtor is a Minnesota LLC; it was created for the purpose of acquiring and restructuring a wine importer/distribution company in St. Paul, MN.

5. The Debtor currently owns and operates the following real properties which it acquired from Erich Russell on October 27, 2020:

|   |  |
|---|--|
| <p><b>"Live Oak Property"</b></p> <p>2380 Live Oak Road<br/> Paso Robles, CA 93446</p> <p><i>2 homes on the property.</i></p>                                     | <p>FMV \$9,700,000</p> <p>1st TD:<br/> Farm Credit West, FLCA [hereinafter<br/> "Farm Credit"] (cross-collateralized with<br/> 1172 and Texas Road)<br/> \$19,040,509.25 (per Farm Credit's Motion<br/> for Relief)</p> <p>Property Taxes:<br/> County of San Luis Obispo County Tax<br/> Collector<br/> \$13,625.84</p> |
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|    |  |   |
|----|--|---|
| 1  |  | Property Taxes:                           |
| 2  |  | County of San Luis Obispo County Tax      |
| 3  |  | Collector                                 |
| 4  |  | \$3,200,000                               |
| 5  | <b>“Texas Road Property”</b>                     | FMV \$4,300,000                           |
| 6  | APN 027-145-022                                  | 1st TD:                                   |
| 7  | <i>42-acre vineyard (permits obtained for a</i>  | Farm Credit (cross-collateralized with    |
| 8  | <i>single-family residence but no plan to</i>    | 1172 and Live Oak)                        |
| 9  | <i>proceed with construction at this point).</i> | \$19,040,509.25 (per Farm Credit’s Motion |
| 10 |  | for Relief)                               |
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| 14 |  | \$6,618.26                                |

6. The Debtor also owns equipment: various pumps and irrigation capital equipment; trellis systems, miscellaneous winery equipment valued at about \$2,500,000.

7. This case was filed in order to stop a foreclosure sale of the Debtor’s real properties by lienholder Farm Credit and so that it can otherwise reorganize its financial affairs.

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9. The Debtor gave notice of the claims bar date of March 31, 2021 (Scheduling Order is Docket No. 47) to all required parties in interest on January 18, 2021 (Docket No. 43).

10. Farm Credit filed its *Motion for Relief from the Automatic Stay under 11 U.S.C. §362(d)(1), (2), and (4)* (the “Motion for Relief”) on November 6, 2020 [Docket No. 11]. After review of the Debtor’s *Objection* thereto [Docket No. 24] and the *Supplemental Declaration* in support of the Objection [Docket No. 28], and Farm Credit’s *Reply* [Docket No. 27]), the Court entered its *Order Continuing Hearing on Motion for*

1 *Relief from Stay* [Docket No. 32] on December 2, 2020, continuing the hearing on the  
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4 pleadings filed since that time, the Debtor has outlined the following as its plan for  
5 financial reorganization: refinance, sale and/or lease of the Debtor's three real properties as  
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7 12. To that end, I negotiated on behalf of the Debtor a *Real Estate Consulting*  
8 *and Advisory Services Agreement* ("Agreement") with Hilco Real Estate, LLC ("Hilco").  
9 Hilco's role shall be to develop a sales strategy with the Debtor and to market the Live  
10 Oak and 1172 Properties for sale (reserve price is \$30,500,000), to negotiate the terms of  
11 the sales on behalf of the Debtor and to advise and consult the Debtor regarding these  
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13 13. Hilco will market the properties for sale through an accelerated sales  
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15 the order approving its employment in this case.

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17 which is that Hilco has been employed in many bankruptcy cases and is familiar with the  
18 Chapter 11 process, and I therefore believe that it is an optimal "partner" to execute the  
19 Debtor's plans to sell/refinance.

20 15. The application to employ Hilco has been drafted and the Debtor expects to  
21 file it within the next week.

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23 growers Broken Earth Winery and WarRoom Ventures to lease vineyard blocks at the  
24 Texas Road Property. This incremental business would result in additional income of  
25 approximately \$12,000 per month and a windfall of \$80,000 to \$110,000 for harvest in  
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27 with Justin Winery.<sup>2</sup> These efforts are slated to generate significant additional income for

28 <sup>2</sup> Justin Winery is part of the Wonderful Company.

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| <i><b>Date Dec. Rent Received</b></i>  | N/A  | 11/1/2020        | 12/3/2020            | 12/5/2020   |
| <i><b>Date Dec. Rent Deposited</b></i> | N/A  | 12/28/2020       | 12/28/2020           | 1/28/2021   |
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| <i><b>Date Jan. Rent Deposited</b></i> | N/A  | 1/22/2021        | 1/22/2021            | 1/28/2021   |

18. Because the Debtor is selling the Live Oak and 1172 properties and is actively looking for financing for Texas Road, it believes that any sale/financing will pay all postpetition property taxes in full and it has therefore not yet paid the taxes.

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20. I believe that the Debtor is in substantial compliance with its obligations as a DIP at this time; the December Monthly Operating Report was filed on January 18, 2021 (Docket No. 45).

21. The Debtor has been in recent communications with the UST regarding certain amendments to the previously filed MORs and I am working on those edits with the Debtor's MOR preparer, Debbie Tyrell. The amendments relate to various payments that I made on behalf of the Debtor, which are categorized as gifts but are in any event payments made on behalf of the Debtor and which I understand are therefore subject to UST quarterly fees. Additional corrections related to the balance sheets have also been discussed.

I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.

Executed this February \_\_\_, 2021 at \_\_\_\_\_, California.

By: SEE NEXT PAGE

**Leroy Coddling**  
*Declarant*


19. The Debtor filed its *Motion for Order Extending Debtor's Exclusivity Period to File a Chapter 11 Plan of Reorganization* on January 18, 2021 (Docket No. 42), seeking to extend the period in which the Debtor has the exclusive right to file a Plan by 120 days (from February 25, 2021, through and including June 25, 2021), and extending the period in which the Debtor has the exclusive right to solicit acceptance of a Plan by 150 days (from April 26, 2021, through and including September 23, 2021). Farm Credit filed an *Objection* thereto on January 25, 2021 (Docket No. 50) and the Debtor filed its *Reply* on February 2, 2021 (Docket No. 51). The motion was heard and granted at the hearing held on February 8, 2021.

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I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.

Executed this February 9th, 2021 at Paso Robles, California.

By:   
**Leroy Coddington**  
*Declarant*

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

17609 Ventura Blvd., Suite 314, Encino, CA 91316.

A true and correct copy of the foregoing document entitled (*specify*): STATUS REPORT; DECLARATION OF LEROY CODDING IN SUPPORT THEREOF will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 2/10/2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On (*date*) 2/10/2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

No Judge's Copy required for documents less than 25-pages per GENERAL ORDER 20-06 - IN RE: PROCEDURES FOR PHASED REOPENING DURING COVID-19 PUBLIC EMERGENCY.

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 2/10/2021, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

2/10/2021

Date

Ja'Nita Fisher

Printed Name

/s/ Ja'Nita Fisher

Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) [CONTINUED]:**

- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Michael J Gomez mgomez@frandzel.com, dmoore@frandzel.com
- Roksana D. Moradi-Brovia roksana@rhmfirm.com,  
matt@rhmfirm.com;janita@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;priscilla  
@rhmfirm.com;pardis@rhmfirm.com;russ@rhmfirm.com;rebeca@rhmfirm.com;david@rh  
mfirm.com;sloan@rhmfirm.com
- Matthew D. Resnik matt@rhmfirm.com,  
roksana@rhmfirm.com;janita@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;prisc  
illa@rhmfirm.com;pardis@rhmfirm.com;russ@rhmfirm.com;rebeca@rhmfirm.com;david@  
rhmfirm.com;sloan@rhmfirm.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
- Reed S Waddell rwaddell@frandzel.com, sking@frandzel.com
- Gerrick Warrington gwarrington@frandzel.com, sking@frandzel.com

**2. SERVED BY UNITED STATES MAIL [CONTINUED]:**

Northern Holding, LLC  
13217 Jamboree Rd #429  
Tustin CA 92782

**ALL CREDITORS:**

Franchise Tax Board  
Bankruptcy Section MS: A-340  
PO Box 2952  
Sacramento, CA 95812

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101

Employment Development Dept.  
Bankruptcy Group MIC 92E  
Po Box 826880  
Sacramento, CA 94280

California Department of Tax and Fee  
Administration  
Account Information Group MIC:29  
P.O. Box 942879  
Sacramento, CA 94279

U. S. Securities and Exchange Commission  
Attn: Bankruptcy Counsel  
444 South Flower Street, Suite 900  
Los Angeles, CA 90071-9591

Attorney General  
United States Department of Justice  
Ben Franklin Station

P. O. Box 683  
Washington, DC 20044

Civil Process Clerk  
United States Attorney's Office  
Federal Building, Room 7516  
300 North Los Angeles Street  
Los Angeles, CA 90012

Bank of America  
PO Box 15019  
Wilmington, DE 19850

Capital One  
PO Box 60599  
City of Industry, CA 91716

Electro-Steam Generator Corp.  
50 Indel Ave.  
Rancocas, NJ 08073

Erich Russell  
2380 Live Oak Road  
Paso Robles, CA 93446

Farm Credit West  
3755 Atherton Rd  
11707 Fair Oaks Blvd



**Rocklin, CA 95765**

**Farm Credit West, FLCA  
c/o Frandzel Robins Bloom & Csato, L.C.  
Attn: Michael J. Gomez, Reed Waddell  
and Gerrick Warrington  
1000 Wilshire Boulevard, 19th Floor  
Los Angeles, California 90017**

**Mortgage Lender Services as Agent  
Farm Credit West, FLCA, as Trustee  
11707 Fair Oaks Blvd  
Fair Oaks, CA 95628**

**PG&E**

**Po Box 99700  
Sacramento, CA 95899**

**San Luis Obispo Tax Collector  
1055 Monterey St Room D290  
San Luis Obispo, CA 93408**

**Sunbelt Rentals  
Po Box 409211  
Atlanta, GA 30384**

**West Coast Wine Partners  
134 Church Street**

**Exhibit "K"**

**Goldenberg, Nancy (USTP)**

---

**From:** Roksana D. Moradi-Brovia, Esq. <roksana@rhmfirm.com>  
**Sent:** Tuesday, February 2, 2021 12:09 PM  
**To:** Sorensen, Marilyn (USTP)  
**Cc:** Sloan Youkstetter; Goldenberg, Nancy (USTP); Matt Resnik  
**Subject:** Re: Ms. Tyrell/ Northern Holding, LLC (8: 20-bk13014-MW)

Hi Marilyn,

We have agreement from the UST in the other divisions that Mr. Tyrell is not a "professional" and we therefore do not employ her as MOR preparer for the estate. I know that in Santa Ana we have done it both ways.

Mr. Coddington has been paying her himself - those payments will be reflected in the MORs ("payment on behalf of the debtor") per your email earlier today. She typically charges about \$150-300 per month depending on how many conversations/drafts she needs to prepare.

Please give me your thoughts on whether we should prepare an application to employ her, thanks.

- **Roksana D. Moradi-Brovia, Esq.\*** | *Partner*

*\*Certified Bankruptcy Specialist, State Bar of California, Board of Legal Specialization*

**RESNIK HAYES MORADI LLP**

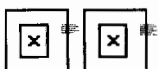
17609 Ventura Boulevard, Suite 314  
Encino, CA 91316  
**Direct Line:** (818) 933-2843  
**Main Line:** (818) 285-0100  
**Facsimile:** (818) 855-7013

**RESNIK HAYES MORADI LLP**

510 West Sixth Street, Suite 1220  
Los Angeles, CA 90014  
**Telephone:** (213) 572-0800  
**Facsimile:** (213) 572-0860

[www.RHMFirm.com](http://www.RHMFirm.com)

[www.CentralDistrictInsider.com](http://www.CentralDistrictInsider.com)



**CONFIDENTIALITY NOTICE:** This communication with its contents may contain confidential and/or legally privileged information and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521. The information contained herein is intended only for use by the individual or entity named above. Unauthorized interception, review, use or disclosure is prohibited. If you are not the intended recipient, please destroy this email after advising by reply that you erroneously received this, and that it has been destroyed and permanently deleted from all of your email servers and work stations. The receipt by anyone other than the designated recipient does not waive the attorney-client privilege or work-product doctrine.

On Tue, Feb 2, 2021 at 11:50 AM Sorensen, Marilyn (USTP) <[Marilyn.Sorensen@usdoj.gov](mailto:Marilyn.Sorensen@usdoj.gov)> wrote:

Roksana,

Your earlier e-mail mentioned that Mr. Coddington is meeting tomorrow with a Ms. Tyrell. What services will Ms. Tyrell render to the Debtor? No application to employ her appears to have been filed. Has she been paid any money? If so, when and who paid the funds?

Thank you,

Marilyn

**Marilyn S. Sorensen**  
Bankruptcy Analyst  
Dept. of Justice/ U.S. Trustee  
Ronald Reagan Fed. Bldg. & U.S. Courtho...  
411 W 4th Street  
Suite 7160  
Santa Ana, CA 92701-8000  
  
(714) 338-3421 ext.  
(714) 338-3408 voicemail

**Exhibit "L"**

|  |   |
|--|---|
| Attorney or Party Name, Address, Telephone and FAX<br>Roksana D. Moradi (Bar No. 266572)<br>RESNIK HAYES MORADI LLP<br>17609 Ventura Blvd., Suite 314<br>Encino, CA 91316<br>Telephone: (818)285-0100<br>Facsimile: (818) 855-7013 |   |
| <input type="checkbox"/> Pro Se Debtor   |   |
| <b>OFFICE OF THE UNITED STATES TRUSTEE<br/>LOS ANGELES DIVISION</b>  | <b>SUBMIT TO UNITED STATES TRUSTEE<br/>- DO NOT FILE WITH COURT</b>   |
| In Re:<br><br><b>Northern Holdings, LLC</b><br><br>Debtor-In-Possession.   | Case Number:<br>8:20-bk-13014-MW<br><br><b>DECLARATION OF DEBTOR REGARDING<br/>COMPLIANCE WITH UNITED STATES<br/>TRUSTEE GUIDELINES AND<br/>REQUIREMENTS FOR CHAPTER 11<br/>DEBTORS IN POSSESSION</b> |

**Privacy Policy [Privacy Act of 1974, as amended (5 U.S.C 552a) and LBR 1002-1(e)].**

*Declarant acknowledges that they have redacted all personally identifiable information contained in this declaration and its attachments and further acknowledges that is the responsibility of the filing party, not the United States Trustee Program, to ensure compliance with this policy.*

- (1) All "personal identifiers" must be redacted from documents filed with the USTP, including attachments. "Personal identifiers" are considered to be the following:
- (A) Social Security Numbers. If an individual's Social Security number (SSN), or Individual Tax Payer Identification Numbers (ITIN) must be included in the document, only the last four digits of that number should be used.
  - (B) Financial Account Numbers. Only the last four digits of these numbers should be used;
  - (C) Dates of Birth. If an individual's date of birth must be included in the document, only the year should be used; and
  - (D) Names of Minor Children. If the name of a minor child must be mentioned, only the initials of that child should be used.

**1. REAL PROPERTY**

- 1.1. For each property that debtor owns, leases, has an interest in, or is in the process of purchasing, including debtor's personal residence, declarant has attached the following documentation:

**Check All That Apply:**

- ☐ 1.1.1. Debtor owns a personal residence. A Real Property Questionnaire for Principal Residence (USTLA-5.1) is attached hereto.
- ☒ 1.1.2. Debtor owns, leases, has an interest in, or is in the process of purchasing a total of **four (4) or less** parcels of real property. For each such property, declarant has attached a Real Property Questionnaire (USTLA-5.2).
- ☐ 1.1.3. Debtor owns, has an interest in, or is in the process of purchasing a total of **five (5) or more** parcels of real property. Attached is an Owned Property Summary Sheet (USTLA-5.3) which identifies all such parcels of real property.
- ☐ 1.1.4. Debtor leases **five (5) or more** parcels of real property. Attached is a Leased Properties Summary Sheet (USTLA-5.4)

|   |                                   |
|---|-----------------------------------|
| In Re: <b>Northern Holdings, LLC</b><br>Debtor. | Case No.: <b>8:20-bk-13014-MW</b> |
|---|-----------------------------------|

**2. BANK ACCOUNT INFORMATION**

2.1. Debtor has closed all pre-petition bank accounts indicated below. For each account that is closed, Debtor has attached a copy of a bank statement evidencing that the account has been closed. For each account that has not been closed, debtor has provided a detailed explanation as to why each account has not been closed.

2.1.1. Account Name: Debtor did not have a prepetition bank account  
Depository: \_\_\_\_\_  
Last 4 digits of Account Number: \_\_\_\_\_  
Date of Closure: \_\_\_\_\_  
Closing Balance: \_\_\_\_\_  
Explanation if account has not been closed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.1.2. Account Name: \_\_\_\_\_  
Depository: \_\_\_\_\_  
Last 4 digits of Account Number: \_\_\_\_\_  
Date of Closure: \_\_\_\_\_  
Closing Balance: \_\_\_\_\_  
Explanation if account has not been closed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.1.3. Account Name: \_\_\_\_\_  
Depository: \_\_\_\_\_  
Last 4 digits of Account Number: \_\_\_\_\_  
Date of Closure: \_\_\_\_\_  
Closing Balance: \_\_\_\_\_  
Explanation if account has not been closed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Additional sheets are attached hereto, marked Attachment 2.1, and incorporated herein by reference.

2.2. All funds from the above-referenced pre-petition bank accounts were transferred to the following Chapter 11 debtor in possession bank accounts:

2.2.1. Account Name: Debtor-in-Possession General Account  
Depository: Farmers & Merchants Bank  
Last 4 digits of Account Number: In process  
Opening Date: \_\_\_\_\_  
Initial Deposit: \_\_\_\_\_  
The beginning balance of this account differs from the ending balance of the pre-petition account because: \_\_\_\_\_  
\_\_\_\_\_

|   |                                   |
|---|-----------------------------------|
| In Re: <b>Northern Holdings, LLC</b><br>Debtor. | Case No.: <b>8:20-bk-13014-MW</b> |
|---|-----------------------------------|

- 2.2.2. Account Name: Debtor-in-Possession Live Oak Cash Coll.  
Depository: Farmers & Merchants Bank  
Last 4 digits of Account Number: In process  
Opening Date: \_\_\_\_\_  
Initial Deposit: \_\_\_\_\_  
The beginning balance of this account differs from the ending balance of the pre-petition account because: \_\_\_\_\_  
\_\_\_\_\_
- 2.2.3. Account Name: Debtor-in-Possession TX Rd. Cash Coll.  
Depository: Farmers & Merchants Bank  
Last 4 digits of Account Number: In process  
Opening Date: \_\_\_\_\_  
Initial Deposit: \_\_\_\_\_  
The beginning balance of this account differs from the ending balance of the pre-petition account because: \_\_\_\_\_  
\_\_\_\_\_

☒ Additional sheets are attached hereto, marked Attachment 2.2, and incorporated herein by reference.

### 3. INSURANCE COVERAGE

- 3.1. Debtor will maintain appropriate insurance coverage for all estate property, including vacant land, throughout the pendency of this proceeding.
- 3.2. Debtor has named the United States Trustee, 725 S. Figueroa Street, Suite 2600, Los Angeles, CA 90017, as an ***additional interest party*** on each and every insurance policy listed herein and any other policies, throughout the pendency of this proceeding.
- 3.3. If, for any reason, an insurance policy shall lapse, not be renewed, or fails to be in full force and effect, debtor will ***immediately*** provide updated proof of insurance to the United States Trustee.
- 3.4. The following policies are in effect as of the date of this declaration.

|        | Name of Insurance Carrier | Type of Insurance | Policy Number  |
|--------|---------------------------|-------------------|----------------|
| 3.4.1. | Federal Insurance Company | General Liability | 3605-90-82 WCE |
| 3.4.2. |                           |                   |                |
| 3.4.3. |                           |                   |                |
| 3.4.4. |                           |                   |                |

- 3.5. ***COPIES OF THE DECLARATION PAGE(S) for each policy listed herein are attached hereto as Attachment 3.5. Each declaration page(s) reflects (1) the name of insured, the additional interest party(ies), type and extent of coverage; policy expiration date; and the account or policy number (or other identifying information).***



**Attachment 2.2.4 BANK ACCOUNT INFORMATION**

|                                  |                                      |
|----------------------------------|--------------------------------------|
| Account Name:                    | Debtor-in-Possession 1172 Cash Coll. |
| Depository:                      | Farmers & Merchants Bank             |
| Last 4 digits of Account Number: | In process                           |
| Opening Date:                    |                                      |
| Initial Deposit:                 |                                      |

|   |                                   |
|---|-----------------------------------|
| In Re:<br><br>Northern Holdings, LLC<br><br>Debtor. | Case No.:<br><br>8:20-bk-13014-MW |
|---|-----------------------------------|

**4. PROOF OF REQUIRED CERTIFICATES AND LICENSES**

4.1. Debtor will maintain all appropriate certificates and licenses required by federal, state and local law for the lawful operation of debtor's business.

4.2. The following certificates and licenses are in effect as of the date of this declaration:

|        | Type of Certificate or License | Issuing Authority |
|--------|--------------------------------|-------------------|
| 4.2.1. | N/A                            |                   |
| 4.2.2. |                                |                   |
| 4.2.3. |                                |                   |
| 4.2.4. |                                |                   |

4.3. *Attached hereto as Attachment 4 is a copy, or other proof, of each license or certificate listed above.*

**5. LIST OF INSIDERS**

The following constitutes a complete list of all insiders of the debtors, as that term is defined by 11 U.S.C. Section 101(31):

|        | Name of Person | Relationship to Debtor       |
|--------|----------------|------------------------------|
| 5.1.1. | Lee Coddling   | Managing Member & Sole Owner |
| 5.1.2. |                |                              |
| 5.1.3. |                |                              |

☐ Additional sheets are attached hereto, marked Attachment 5, and incorporated herein by reference.

**6. FINANCIAL STATEMENTS**

Debtor has the following financial statements that were issued in the two year period prior to the filing of this bankruptcy:

|        | Audited | Unaudited |
|--------|---------|-----------|
| 6.1.1. |         |           |
| 6.1.2. |         |           |
| 6.1.3. |         |           |
| 6.1.4. |         |           |
| 6.1.5. |         |           |
| 6.1.6. |         |           |
| 6.1.7. |         |           |

☒ Debtor **HAS NOT** issued any financial statements in the two year period prior to the filing of this bankruptcy.

**7. HEALTH CARE BUSINESS**

☒ Debtor **IS NOT** a health care business as defined by 11 U.S.C. Section 101(27A).

☐ Debtor **IS** a health care business as defined by 11 U.S.C. Section 101(27A).

|  |                            |
|--|----------------------------|
| In Re: Northern Holdings, LLC<br>Debtor. | Case No.: 8:20-bk-13014-MW |
|--|----------------------------|

**8. TRUST AGREEMENTS**

- ☒ Debtor **IS NOT** a party to a trust agreement or a beneficiary under a trust agreement that holds property.
- ☐ Debtor **IS** a party to a trust agreement, or is a beneficiary under a trust agreement that holds property. Copies of all such trust agreements are attached hereto as Attachment 8.

**9. RECORDATION OF CHAPTER 11 PETITION**

- ☐ Debtor **DOES NOT** hold an interest in real property.
- ☐ Debtor **HAS** recorded a copy of the Chapter 11 petition in all counties in which it holds an interest in real property. Copies (or conformed copies) of each recorded petition are attached hereto as Attachment 9.
- ☒ Debtor has not been able to fulfill this requirement because:  
In process

**10. FEDERAL AND STATE TAX RETURNS**

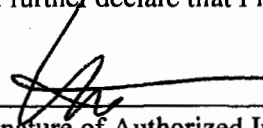
Debtor has filed the following tax returns (list last two years for which returns have been filed). *Copies will be provided at the Initial Debtor Interview.*

| Tax Year | Form Number and Name of Return<br>(i.e., 1040, Individual Income Tax Return) | Taxing Agency's Name<br>(i.e., IRS) |
|----------|--|-------------------------------------|
| 2013     | 1065 & 510   | IRS & FTB                           |
| 2014     | 1065 & 510   | IRS & FTB                           |
|          |  |                                     |
|          |  |                                     |

- ☒ Current tax returns have not been filed because:  
In process

**11. EMPLOYEE BENEFIT PLANS**

Attached hereto and marked Attachment 11 is a fully executed Employee Benefit Plan Questionnaire.

|  |
|--|
| <input checked="" type="checkbox"/> <b>BUSINESS ENTITIES:</b> I, am the authorized agent of the debtor named in this case, declare under penalty of perjury that I have read the foregoing Declaration, and the information provided is true and correct to the best of my knowledge, information, and belief. I further declare that I have been authorized to file this declaration on behalf of the debtor. |
| DATED: <u>11/3/2020</u>  |
| <br>Signature of Authorized Individual   |
| <u>Larry Cobling - member/manager</u><br>Printed Name of Authorized Individual   |

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
OFFICE OF THE U.S. TRUSTEE, 411 West 4<sup>th</sup> St., #7160 Santa Ana, CA 92701

A true and correct copy of the foregoing document entitled **NOTICE OF MOTION AND MOTION BY UNITED STATES TRUSTEE TO DISMISS OR CONVERT CASE PURSUANT TO 11 U.S.C. §1112(b); DECLARATIONS OF NANCY S. GOLDENBERG AND MARILYN S. SORENSEN; POINTS AND AUTHORITIES AND EXHIBITS** will be served in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **February 16, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated Below:

- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov
- **Michael J Gomez** mgomez@frandzel.com, dmoore@frandzel.com
- **Roksana D. Moradi-Brovia** roksana@rhmfirm.com, matt@rhmfirm.com; janita@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; priscilla@rhmfirm.com; pardi s@rhmfirm.com; russ@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; sloan@rhmfirm.com
- **Matthew D. Resnik** matt@rhmfirm.com, roksana@rhmfirm.com; janita@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; priscilla@rhmfirm.com; pa rdis@rhmfirm.com; russ@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; sloan@rhmfirm.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov
- **Reed S Waddell** rwaddell@frandzel.com, sking@frandzel.com
- **Gerrick Warrington** gwarrington@frandzel.com, sking@frandzel.com

☐ Service information continued on attached page

**2. I SERVED BY UNITED STATES MAIL:** On **February 16, 2021**, I will be served on the persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed

**Northern Holding, LLC**  
Attn: Leroy Codding  
13217 Jamboree Road, #429  
Tustin, CA 92782

☐ Service information continued on attached page

**3. I SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

02/16/21

Date

Jaimee Zayicek

Printed Name

/s/ Jaimee Zayicek

Signature

PETER C. ANDERSON  
United States Trustee  
Nancy S. Goldenberg (Bar No. 167544)  
Attorney for the U.S. Trustee  
411 West Fourth Street, Suite 7160  
Santa Ana, CA 92701-8000  
Telephone: (714) 338-3400  
Facsimile: (714) 338-3421  
Nancy.Goldenberg@usdoj.gov

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

IN RE:

NORTHERN HOLDING, LLC,

Debtor.

CASE NUMBER: **8:20-bk-13014-MW**

CHAPTER 11

NOTICE OF HEARING

TO THE CREDITORS AND OTHER INTERESTED PARTIES:

NOTICE IS HEREBY GIVEN that the following hearing will be held on  
**March 22, 2021 at 2:00 p.m.**

*Notice of Motion and Motion by United States Trustee Motion to Dismiss or Convert Case Pursuant To 11  
U.S.C. Section 1112(B); Declarations Of Nancy S. Goldenberg and Marilyn S. Sorensen In Support  
Thereof;*

**And because of the COVID-19 pandemic, Judge Wallace will conduct his hearings using  
Courtcall. Information on how to participate in the hearing using Courtcall is provided below.**

Online registration with CourtCall is available. For those who want to register online, simply go to  
www.Courtcall.com and there you can follow the instructions for online registration. It is  
imperative that parties register with CourtCall as early as possible to permit sufficient time for  
CourtCall to process your request and for the Court to be notified by CourtCall that you are  
appearing in a matter. You can also contact CourtCall *directly* by telephoning (866) 582-6878.

Please use a landline for higher reception and clarity. Speaker phones are prohibited. After  
CourtCall has connected your phone line to the Courtroom, please put your phone on mute until  
your calendar number is called to avoid interfering with other hearings in progress.

1 Objections, if any, to the above shall be in writing and filed with the Court and served upon the court party  
2 named in the upper left-hand corner of this notice at least fourteen (14) days prior to the hearing date. See  
3 Local Bankruptcy Rule 9013-1(f)&(h).  
4

5 DATED: 2/16/21

KATHLEEN J. CAMPBELL  
6 Clerk of Court  
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